

# UNIVERSITY OF LOUISIANA AT LAFAYETTE

Lafayette, Louisiana

BID No. FILE 17208

## PROPOSAL FOR FURNISHING

**ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE MARCHING BAND EQUIPMENT STORAGE ADDITION TO THE PERCUSSION WING AT ANGELLE HALL, 601 ST. MARY BLVD. EAST, LOCATED ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA.**

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**NOTE: A pre-bid meeting will be held at 2:00pm on Tuesday, September 27, 2016 at Facility Management, Parker Hall, 310 E. Lewis Street, Lafayette, LA, at which time details of the specifications will be discussed.**

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**Proposals will be received up to 2:00PM Wednesday, October 12, 2016 by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus.**

**This is a *Competitive Sealed Bid*; bids SHALL be submitted in a sealed envelope. Complete details for submitting bid, etc. are contained in the attached INSTRUCTIONS TO BIDDERS. Vendors submitting bids in the amount of \$50,000.00 or more SHALL show their license number on the front of the sealed envelope in which their bid is enclosed; bids not submitted in accordance with this requirement, SHALL be rejected and shall not be read.**

**Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a SEALED ENVELOPE with the BID NUMBER and DUE DATE ON THE OUTSIDE OF THE ENVELOPE.**

All inquiries regarding this request shall be directed to:

Roxanne J. Jones  
Purchasing Department, UL Lafayette  
(337) 482-5396 or [purchasing@louisiana.edu](mailto:purchasing@louisiana.edu)

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TO: University of Louisiana at Lafayette  
Purchasing Office, Martin Hall Room 123  
104 University Circle  
P O Box 40197  
Lafayette, LA 70504 0197  
Fax – 337-482-5059

To Whom It May Concern:

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature [By signing this bid, bidder certifies compliance with  
La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0)]

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No. including area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No. including area code

\_\_\_\_\_  
E-Mail

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY FOR THE MARCHING BAND EQUIPMENT STORAGE ADDITION TO THE PERCUSSION WING AT ANGELLE HALL, 601 ST. MARY BLVD. EAST, LOCATED ON THE UNIVERSITY OF LOUISIANA AT LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.**

**SCOPE OF WORK**

1. Demolition to remove existing shingles, felt paper, fascia metal, vinyl soffit panels, etc. as indicated on drawings and specs in the newly created attic and storage room.
2. Construction to furnish and install new partition walls, doors and frames, sheet rock ceilings, painting, flooring, vinyl base, blocking, electrical, HVAC equipment, extended rafters, and ceiling joists.
3. All electrical and wiring for lights, receptacles, switches, and A/C equipment.
4. Provide and install new a/c unit, refrigerant piping, unit drain piping, and controls.
5. Provide new storm drain piping, drain boxes, and concrete.
6. Clean up the entire space and leave it dust free.

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**DUE TO THE IMPORTANCE OF THE SCHEDULE, LIQUIDATED DAMAGES IN THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00) PER DAY WILL BE ASSESSED FOR EVERY CALENDAR DAY THAT THIS PROJECT IS NOT COMPLETE BEYOND ONE HUNDRED TWENTY (120) DAYS OF THE NOTICE TO PROCEED.**

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials payment Bond in an amount equal to one hundred percent (100%) of the contract amount.

Contractors or contracting firms submitting bids in the amount of \$50,000.00 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes 1950, and show their license number on the front of the sealed envelope in which their bid is enclosed. Bids shall be accepted from

Contractors who are licensed under L.A. R.S. 37:2150-2163 in a classification such as: **BUILDING CONSTRUCTION**. Bids in the amount of \$50,000.00 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days **after** the opening of bids. **Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.**

Delivery of any document(s) will NOT be accepted during non-business hours. Business hours are Monday through Thursday, 7:30 am to 11:45 am, 12:30 pm to 5:00 pm, and Friday, 7:30 am to 12:30 pm. The Purchasing office will be closed during Federal, State and University holidays. It is the responsibility of the prospective bidder to be aware of such closures.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite prospective bidder is to contact John Wales, 337-482-2001.

A pre-bid meeting will be held at **2:00PM on Tuesday, September 27, 2016** at Facility Management Department, Parker Hall, 310 E. Lewis Street, Lafayette, LA, at which time details of plans and specifications will be discussed.

## **VENDOR CHECK LIST**

### **REQUIRED FORMS/ITEMS UPON BID SUBMISSION**

- ☐ Louisiana Uniform Public Works Bid Form
- ☐ Bid Security Equal to 5% of Bid
- ☐ Louisiana Contractor's License Number (If Applicable) on Envelope Exterior

### **REQUIRED FORMS AFTER BID OPENING/UPON BID AWARD**

- ☐ Attestation Affidavit (ALL BIDDERS, WITHIN 10 DAYS OF BID OPENING)
- ☐ Performance and Payment Bond (LOW BIDDER, WITHIN 10 DAYS OF REQUEST)
- ☐ Proof of Insurance
- ☐ Certificate of Recordation of Contract and Bonds
- ☐ Clear Lean Certificate

# **INSTRUCTIONS TO BIDDERS**

## **ARTICLE 1**

### **DEFINITIONS**

1.1 The Bid Documents include the following:

- Advertisement for Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- General Conditions of the Contract for Construction,  
AIA Document A201, 2007 Edition
- Supplementary Conditions
- Contract Between Owner and Contractor  
and Performance and Payment Bond
- Attestations Affidavit
- User Agency Documents (if applicable)
- Change Order Form (if applicable)
- Recommendation of Acceptance (if applicable)
- Asbestos Abatement (if applicable)
- Other Documents (if applicable)
- Specifications
- Drawings (if applicable)
- Addenda issued during the bid period (if applicable) and  
acknowledged in the Bid Form

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 are applicable to the Bid Documents.

1.3 Addenda are written and/or graphic instruments issued by the Owner or Architect prior to the opening of bids which modify or interpret the Bid Documents by additions, deletions, clarifications, corrections and prior approvals.

1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bid Documents.

1.5 Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.

1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bid Documents is accepted.

1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described in the Bid Documents.

1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.

1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

1.10 An agent is the University's representative in Facility Management who is referred to throughout these documents as singular in number.

1.11 A Contractor is the person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

1.12 The Owner is The University of Louisiana at Lafayette (UL Lafayette)

## **ARTICLE 2**

### **PRE-BID CONFERENCE**

2.1 A Pre-Bid Conference may be held at the project site. The Architect or Owner shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the Agent and shall invite in writing all who have received sets of the Bid Documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Bid Specifications to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the **entire** Pre-Bid Conference will be considered to have not attended.

2.2 Any revision of the Bid Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

## **ARTICLE 3**

### **BIDDER'S REPRESENTATION**

3.1 Each Bidder by making his bid represents that:

3.1.1 He has read and understands the Bid Documents and his bid is made in accordance therewith.

3.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

3.1.3 His bid is based solely upon the materials, systems and equipment described in the Bid Documents or as modified by addenda.

3.1.4 His bid is not based on any verbal instructions contrary to the Bid Documents and addenda.

3.1.5 He is familiar with Code of Governmental Ethics requirement that prohibits public servants and/or their immediate family members from bidding on or entering into contracts; he is aware that the Designer and its principal owners are considered Public Servants under the Code of Governmental Ethics for the limited purposes and scope of the Design Contract with the State on this Project (see Ethics Board Advisory Opinion, No. 2009-378 and 2010-128); and neither he nor any principal of the Bidder with a controlling interest therein has an immediate family relationship with the Designer or any principal within the Designer's firm. (see La. R.S. 42:1113). Any Bidder submitting a bid in violation of this clause shall be disqualified and any contract entered into in violation of this clause shall be null and void.

3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

## **ARTICLE 4**

### **BID DOCUMENTS**

4.1 Copies

4.1.1 Bid Documents may be obtained from the University Purchasing Office. The deposit will be refunded. No deposits will be refunded on Bid Documents returned later than ten days after receipt of bids.

4.1.1.1 As an alternative method of distribution, the Designer or Architect may provide the Bid Documents in electronic format. They may be obtained with or without charge.

**4.1.2 Complete sets of Bid Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.**

4.1.3 The Owner or Architect in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

#### 4.2 Interpretation or Correction of Bid Documents

4.2.1 Bidders shall promptly notify the Owner or Agent of any ambiguity, inconsistency or error which they may discover upon examination of the Bid Documents or of the site and local conditions.

4.2.2 Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the Purchasing Department at least seven days prior to the date for receipt of bids.

4.2.3 Any interpretation, correction or change of the Bid Documents will be made by addendum. Interpretations, corrections or changes of the Bid Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

#### 4.3 Substitutions

4.3.1 The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bids are received.

4.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the opening of bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the Bid Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

4.3.3 If the Architect or Owner approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

#### 4.4 Addenda

4.4.1 Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bid Documents.

4.4.2 Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Owner utilizes the Office of State Purchasing LaPAC website for posting Bid Documents and Addenda for Public Works Bids estimated over \$150,000.00 only. Bidder should check frequently for any possible addenda that may be issued. Addenda for Bids estimated for less than this amount will be sent to Bidders by email or postal service.

4.4.3 Except as described herein, addenda shall not be issued within a period of seventy-two (72) hours prior to the established time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If the bid is advertised and the necessity arises of issuing an addendum modifying plans and specifications within the seventy-two (72)

hour period prior to the established time for the opening of bids, then the opening of bids shall be extended at least seven but no more than twenty-one (21) working days, without the requirement of re-advertising. The revised time and date for the opening of bids shall be stated in the addendum.

4.4.4 Each Bidder shall ascertain from the Owner prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

4.4.5 For Title 38 bids which require advertising, the Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of re-advertising, if applicable. Any such extension shall be made by addendum issued by the Owner.

## **ARTICLE 5**

### **BID PROCEDURE**

#### **5.1 Form and Style of Bids**

5.1.1 Bids shall be submitted on the Louisiana Uniform Public Work Bid Form provided with the Bid Document.

5.1.2 All blanks on the Bid Form shall be filled in manually in ink or typewritten.

5.1.3 Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

5.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid or his authorized representative.

5.1.5 Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the bid non responsive and shall cause its rejection.

5.1.6 Bidders are cautioned to complete all unit prices should such be required in the Bid Form. Unit prices represent a price proposal to do a specified quantity and quality of work. Unit prices are incorporated into the base bid but are not the sole components thereof.

5.1.7 Bidders are strongly cautioned to ensure that all blanks on the bid form are completely and accurately filled in.

5.1.8 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

5.1.9 The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract.

The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:

(a) Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.

(b) Signature on bid is that of authorized representative of corporation, partnership, or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.

(c) Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as the entity identified on the Bid Form.

5.1.10 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

#### **5.2 Bid Security**

5.2.1 No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of five percent (5.0%) of the base bid and all alternates.



The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance and Payment Bonds as required by these Bid Documents, within ten (10) days after written notice that the instrument is ready for his signature.

Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

5.2.2 The Owner will have the right to retain the bid security of Bidders until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

### 5.3 Submission of Bids

5.3.1 The Bid shall be sealed in an opaque envelope. The bid envelope shall be identified on the outside with the name of the project, file number, and the name, address, and license number (if applicable) of the Bidder.

The envelope shall contain **only one bid form** and will be received until the time specified and at the place specified in the Bid Specifications. It shall be the specific responsibility of the Bidder to deliver his sealed bid to the Purchasing Department at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

University of Louisiana at Lafayette  
Purchasing Department,  
P. O. Box 40197  
Lafayette, LA 70504.

Bids sent by express delivery shall be delivered to:

University of Louisiana at Lafayette  
Purchasing Department  
Martin Hall, Room 123  
104 University Circle  
Lafayette, LA 70503

5.3.2 Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Bid Specifications, or any extension thereof made by addendum. Bids received after the time and date for receipt of bids will be returned unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

5.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

### 5.4 Modification or Withdrawal of Bid

5.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Bid Document, for the period following the time and bid date designated for the receipt of bids, and Bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious mechanical, clerical

or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays".

5.4.2 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

5.4.3 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

5.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

## **ARTICLE 6**

### **CONSIDERATION OF BIDS**

#### **6.1 Opening of Bids**

6.1.1 The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

#### **6.2 Rejection of Bids**

6.2.1 The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bid Documents or a bid in any way incomplete or irregular.

#### **6.3 Acceptance of Bid**

6.3.2 It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order which does not affect determination of the Low Bidder.

## **ARTICLE 7**

### **POST-BID INFORMATION**

#### **7.1 Submissions**

7.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect. (If Applicable)

7.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

7.1.1.2 A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.

7.1.1.3 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

7.1.1.4 A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's/or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 In accordance with La. R.S. 38:2227, LA. R.S. 38:2212.10 and LA. R.S. 23:1726(B) each bidder on this project must submit a completed Attestations Affidavit (Past Criminal Convictions of Bidders, Verification of Employees and Certification Regarding Unpaid Workers Compensation Insurance) form found within this bid package. The Attestations Affidavit form shall be submitted to the Purchasing Department within 10 days **after** the opening of bids. **Affidavits submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with stated Revised Statute.**

## ARTICLE 8

### PERFORMANCE AND PAYMENT BOND

#### 8.1 Bond Required

8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control.

#### 8.2 Time of Delivery and Form of Bond

8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.

8.2.2 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

## ARTICLE 9

### FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 9.1 Form to be Used

9.1.1 Form of the Contract to be used shall be furnished by the Purchasing Department.

#### 9.2 Award

9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of

Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents

9.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

### **ARTICLE 1**

#### **GENERAL PROVISIONS**

##### **1.1 BASIC DEFINITIONS**

###### **1.1.1. THE CONTRACT DOCUMENTS**

In Subparagraph 1.1.1 delete the third sentence, and add the following sentence:

The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

##### **1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO R.S. 38:2317]**

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence: delete the remainder after the word “publication”.

### **ARTICLE 2**

#### **OWNER**

##### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.2.1 Delete this paragraph.

2.2.2 In the first sentence, delete: all before “...the Owner shall secure...”

### **ARTICLE 3**

#### **CONTRACTOR**

### 3.4 LABOR AND MATERIALS

3.4.2 Delete this paragraph.

3.4.3 Delete this paragraph and substitute with the following:

Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this paragraph. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (R.S. 40:1724[A])

3.7.1 Delete Subparagraph 3.7.1

3.7.2 In paragraph 3.7.2, replace the word "public" with the word "State".

Delete Subparagraph 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to L.R.S. 8:671 et seq., R.S. 49:213.1 et seq., and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

### 3.8 ALLOWANCES

Delete Subparagraph 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Subparagraph 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

### 3.9 SUPERINTENDENT

3.9.1 Add the following to the end of the paragraph: Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e. where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each

Application and Certificate for Payment. No payment will be made until this schedule is received.

3.10.3 Delete the word "...general..." Add the following: If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with 14.2.

3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.

3.10.5 Add the following: In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

## **ARTICLE 4**

### **ARCHITECT**

#### **4.1 GENERAL**

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

4.1.3 Delete the words: "as to whom the Contractor has no reasonable objection and"

#### **4.2 ADMINISTRATION OF THE CONTRACT**

4.2.1 In the first sentence, delete the phrase: "the date the Architect issues the final Certificate for Payment" and replace with the phrase "final payment is due, and with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2."

4.2.2 In the first sentence, after the phrase: "become generally familiar with"; insert the following: "and to keep the Owner informed about."

In the first sentence, after the phrase "portion of the Work completed", insert the following: "to endeavor to guard the Owner against defects and deficiencies in the

Work,"

4.2.10 Add the following sentence to the end of Subsection 4.2.10:

There will be no restriction on the Owner having a Representative.

4.2.11 Add the following sentence to the end of Subsection 4.2.11:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Subsection 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

## **ARTICLE 5**

### **SUBCONTRACTORS**

#### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Subparagraph 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Subparagraph 5.2.2 and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or non-performance of a subcontractor.

Delete Subparagraph 5.2.3 and 5.2.4 and add the following:

5.2.3 The contractor shall notify the Owner when a subcontractor is to be changed and substituted with another subcontractor.

#### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Subparagraphs 5.4.1, 5.4.2 and 5.4.3

## **ARTICLE 7**

## **CHANGES IN THE WORK**

### **7.1 GENERAL**

Add the following paragraph:

7.1.4 As part of the pre-construction conference submittals, the contractor is to submit the following prior to the commencement of Work:

Fixed job site overhead cost itemized with documentation to support daily rates.

Bond Premium Rate with supporting information from the General Contractor's carrier.

Labor Burden by trade for both Subcontractors and General Contractor.

Internal Rate Charges for all significant company owned equipment.

Failure to submit this information as part of the pre-construction submittals shall prohibit the Contractor from claiming these items as costs on any change order issued on the project.

### **7.2 CHANGE ORDERS**

Delete Subparagraph clause 7.2.1, and substitute the following paragraphs:

7.2.1 A Change Order is a written order to the Contractor prepared by the Architect and signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor will have no effect.

7.2.2 "Cost of the Work" for the purpose of Change Orders shall be costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which shall consist of:

7.2.2.1 Wages paid direct labor personnel, delineating a labor burden markup for applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes.

7.2.2.2 Cost of all materials and supplies, including the identification of each item and its cost including taxes.

7.2.2.3 Identify each necessary piece of machinery and equipment and its individual cost including taxes.

7.2.2.4 Increases in insurance premiums for those forms of insurance required by Article 11 of these Supplementary Conditions and only for those forms.

7.2.2.5 Bond costs.

Credit will not be required for Overhead and Profit.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due job-site and home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 25% of the direct cost of any portion of Work:



The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit will only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at 7.2.2) and Overhead and Profit (as defined at 7.2.4), and shall be computed as follows:

7.2.4.1 When all of the Work is General Contract Work; 15% markup on the Cost of the Work.

7.2.4.2 When the Work is all Subcontract Work; 15% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 10% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.

7.2.4.3 When the Work is a combination of General Contract Work and Subcontract Work; that portion of the direct cost that is General Contract Work shall be computed per 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.

7.2.4.4 Subcontract cost shall consist of the items in 7.2.2 above plus Overhead and Profit as defined in 7.2.4.

7.2.5 Before a Change Order is prepared, the Contractor shall provide and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 The Contractor will be due extended fixed job-site overhead for time delays only when complete stoppage of Work occurs causing a contract completion extension, and the Contractor is unable to mitigate financial damages through replacement Work. The stoppage must be due to acts or omissions solely attributable to the Owner. In all cases the Contractor is to notify the Architect in writing as required by Article 15.1.2. Reasonable proof may be required by the architect that alternate Work could not be performed. Reasonable proof may be required by the Architect that the stoppage affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contract cost or Subcontract cost shall not apply to the following:

Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

Cost of supervision not specifically required by the Change Order.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

Add the following:

7.2.10 Unless otherwise agreed to by the Owner and Contractor, the Contractor shall submit all change order documents through the web based electronic document management system designated by Facility Planning and Control. Any fees charged by the provider of the system shall be the responsibility of the Owner. In using this system the Contractor shall strictly adhere to the naming conventions for change orders assigned by Facility Planning and Control.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.3 In the first sentence after following methods add: “, but not to exceed a specified amount.”

7.3.7 Delete the following from .1 of the list: “fringe benefits required by agreement or custom,”

Delete the following from .4 of the list: “permit fees,”

Delete the following from .5 of the list: “and field office personnel”

7.3.9 Delete Subparagraph 7.3.9 and substitute the following:

Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

#### **8.2 PROGRESS AND COMPLETION**

Add to Subparagraph 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Subparagraph 8.2.2

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 In the first sentence after the words Owner pending delete the words: "mediation and arbitration" and add the word: "litigation" and delete the last word: "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all right for future claims for that month are waived."

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.2 SCHEDULE OF VALUES**

Delete Subparagraph 9.2 and substitute the following:

9.2 At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule may not be modified without approval from the Owner and Architect.

#### **9.3 APPLICATIONS FOR PAYMENT**

Delete Subparagraph 9.3.1 and clause 9.3.1.1 and 9.3.1.2 and substitute the following:

9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the

Architect may require. Application for Payment shall be submitted on \_\_\_\_\_ or about the first of each month for the value of labor and materials incorporated into the \_\_\_\_\_ Work and of materials, suitably stored, at the site as of the twenty-fifth day of the \_\_\_\_\_ preceding month, less normal retainage as follows, per R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment will be made until the revised schedule required by Section 3.10.1 is received.

The normal retainage shall not be due the Contractor until after substantial completion \_\_\_\_\_ and expiration of the forty-five day lien period and submission to the Architect of a clear \_\_\_\_\_ lien certificate, consent of surety and invoice for retainage.

Delete Subparagraph 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

## **9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Subparagraph 9.5.1.7: Delete the word "repeated".

Delete Subparagraph 9.5.3

## **9.6 PROGRESS PAYMENTS**

Delete Subparagraph 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of ½ of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

9.6.4 Delete the first two sentences of Subparagraph 9.6.4 and add the following to the end of the Subparagraph:

Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S.38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

## **9.7 FAILURE OF PAYMENT**

Delete Subparagraph 9.7

## **9.8 SUBSTANTIAL COMPLETION: Delete this section and substitute the following:**

### **9.8 SUBSTANTIAL COMPLETION**

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Subparagraph.

9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainage. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the 45 day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainage amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the

Date of Substantial Completion. The Contractor will record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner will not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.

9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.

9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

## **9.9 PARTIAL OCCUPANCY OR USE**

9.9.1 Delete paragraph and substitute the following:

Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonable withheld.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 After the first sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

9.10.4 Replace with the following:

The making of final payment shall not constitute a waiver of claims by the Owner for the following:

9.10.4.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.4.2 Failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered; or

9.10.4.3 Terms of special warranties required by the Contract Documents.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.2SAFETY OF PERSONS AND PROPERTY**

10.2.2 In the first sentence, between the words: “bearing on and safety”, add the words: “the health and,”

#### **10.3HAZARDOUS MATERIALS**

10.3.1 In the first sentence after (PCB) add: “or lead”

10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: “The Contract time shall be extended appropriately.”

#### **10.4EMERGENCIES**

Delete Subparagraph 10.4 and substitute the following:

10.4In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

Delete all of Paragraphs 11.1, 11.2 and 11.3 and substitute the following:

#### **INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

11.1The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

## 11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

### 11.2.1 Worker's Compensation

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

### 11.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

### COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE

<b>Type of Construction</b>	<b>Projects over</b>		
	<b>Projects up to \$1,000,000</b>	<b>\$1,000,000 up to Projects over \$10,000,000</b>	<b>Projects over \$10,000,000</b>
<b>New Buildings:</b>			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:                      The building(s) value for the Project is \$8,210,000.00.</b>			
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

\*\*While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage ( $33,000,000 \times .10 = 3,300,000$  and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.



### 11.2.3 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### 11.2.4 Excess Umbrella

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

### 11.2.5 Builder's Risk

Builder's Risk Insurance shall be in an amount equal to the greater of the fully-completed project value or the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas – Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana – Mississippi border. If flood is included in the builder's risk insurance policy, then the sub-limit shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall **not** require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana as the Owner. The Contractor will be liable for the \$5,000 policy deductible from the Notice to Proceed date through the date of final payment of the project in the event of a flood loss.

A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the greater of the fully-completed project value or the amount of the contract including any amendments. Flood coverage is not required.

The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

### 11.2.6 Pollution Liability *(required when asbestos or other hazardous material abatement is included in the contract)*

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no

earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy. The policy shall not be cancelled for any reason, except non-payment of premium.

#### 11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

### 11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

#### 11.3.1.1 Worker's Compensation and Employers Liability Coverage

11.3.1.1.1 The insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

#### 11.3.1.2 General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insured's as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.2.3 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

#### 11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the

umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

#### 11.3.1.4 All Coverages

11.3.1.4.1 Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Owner. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

#### 11.3.2 ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance as required in the contract.

#### 11.3.3 VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana

Name of Owner

Owner Address

City, State, Zip

Attn: Project # \_\_\_\_\_

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

#### 11.3.4 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

#### 11.3.5 WORKER'S COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 11.3.6 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

#### 11.4 PERFORMANCE AND PAYMENT BOND

Add the following Subparagraph 11.4.3:

**11.4.3 RECORDATION OF CONTRACT AND BOND [38:2241A(2)]**

The Contractor shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

**ARTICLE 12**

**UNCOVERING AND CORRECTION OF WORK**

**12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

At the end of the paragraph, add the following sentences: “If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

**12.2.2 AFTER SUBSTANTIAL COMPLETION**

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct nonconforming Work within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences: If the Contractor fails to correct Work covered by warranties within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety.

**ARTICLE 13**

**MISCELLANEOUS PROVISIONS**

### **13.1 GOVERNING LAW**

Delete all after the word “located”.

### **13.2 SUCCESSORS AND ASSIGNS**

13.2.1 In the second sentence, delete “Except as ... 13.2.2”

Delete paragraph 13.2.2

### **13.4 RIGHTS AND REMEDIES**

Add the following clause 13.4.3

13.4.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

### **13.5 TESTS AND INSPECTIONS**

In Subparagraph 13.5.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals.

Delete the last sentence of Subparagraph 13.5.1

### **13.6 INTEREST**

Delete Paragraph 13.6

### **13.7 TIME LIMITS ON CLAIMS**

Delete Paragraph 13.7 (See L.R.S. 38:2189).

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR**

Delete clause 14.1.1.4

In Subparagraph 14.1.3, after the word “profit” add the following: “for Work completed prior to stoppage”.

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following clause:

14.2.1.5 Failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

Termination by the Owner shall not suspend assessment of liquidated damages against the Surety.

14.2.5 Add the following Subparagraph:

If an agreed sum of liquidated damages has been established, termination by the Owner under this Article will not relieve the Contractor and/or surety of his obligations under the liquidated damages provisions and the Contractor and/or surety shall be liable to the Owner for per diem liquidated damages.

## ARTICLE 15

### CLAIMS AND DISPUTES

#### 15.1 CLAIMS

In the first sentence of Subparagraph 15.1.1, after the word “money”, add the phrase: “extension of time,”

15.1.2 Add the following to the end of the paragraph: A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided.

15.1.3 In the second sentence of the Subparagraph, delete “the decisions of the Initial Decision Maker” and replace with: “his/her decision”.

Delete Paragraph 15.1.5.2 and substitute the following:

If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within twenty-one (21) days from the last day of the month shall prohibit any future claims for adverse days for that month.

15.1.5.3 Add the following Subparagraph:

The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	<u>11</u> days	July	<u>6</u> days
February	<u>10</u> days	August	<u>5</u> days
March	<u>8</u> days	September	<u>4</u> days
April	<u>7</u> days	October	<u>3</u> days
May	<u>5</u> days	November	<u>5</u> days
June	<u>6</u> days	December	<u>8</u> days

The Contractor shall ask for total adverse weather days. The Contractor’s request shall be considered only for days over the allowable number of days stated above.

*Note: Contract is on a calendar day basis.*

## **15.2INITIAL DECISION**

15.2.1 In the second sentence, delete the word “will” and replace with: “shall always”.

In the second sentence, delete the phrase: “unless otherwise indicated in the Agreement.”

In the third sentence, delete the word “mediation” and replace with: “litigation”.

In the third sentence, delete: “unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered.”

15.2.5 In the middle of the first sentence, delete all after the phrase: “rejecting the Claim”.

In the second sentence, delete the phrase: “and the Architect, if the Architect is not serving as the Initial Decision Maker.”

In the third sentence, delete all after: “binding on the parties” and add the following: “except that the Owner may reject the solution or suggest a compromise or both.”

15.2.6 Delete Paragraph.

Delete Subparagraph 15.2.6.1

## **15.3MEDIATION**

Delete Article 15.3

## **15.4ARBITRATION**

Delete Article 15.4



## **GENERAL SPECIFICATIONS**

### **GENERAL REQUIREMENTS**

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

### **FAMILIARITY WITH SITE/CONDITIONS**

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

### **CONSTRUCTION FORCE**

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

### **PARKING**

Contractor shall be responsible for all fees for temporary campus parking permits. The Facility Management department shall request the permits through the UL Parking and Transit department. Contractor shall be required to display the permit on their vehicles at all times while on campus. Failure to do so may result in parking citation.

### **DEQ NOTIFICATION**

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

### **STANDARDS**

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

### **WORKMANSHIP AND MATERIALS**

The workmanship shall conform to the best accepted construction practice. Should it become evident that during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

### **GUARANTEE**

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

### **CAMPUS SAFETY POLICY**

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

### **LOUISIANA ONE CALL**

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

### **EXISTING LANDSCAPING**

Contractor is liable for any damages caused to the existing landscaping. All landscaping must be protected from root compaction and other physical damage. Contractor **must** provide three-foot high orange construction fencing around the drip line of all trees within the construction site.

### **ASBESTOS**

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

### **COORDINATION OF WORK**

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

### **PAYMENT**

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice.

On projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. The retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 10.

**FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.**

### **CLEAN-UP**

The Contractor is responsible for the daily clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract. Occupied areas (e.g.: Classrooms, Offices, Labs, etc.) shall be broom cleaned and vacuumed at the end of the work day to allow use of the room by the university. Debris and materials shall be removed from the rooms to allow use of the room by the University.

### **RECORDATION CERTIFICATE**

Contractor shall, upon receipt of executed contract, bond and purchase order, record contract and bond with the Clerk of Court in the Parish in which the work is to be performed, obtain a certificate of recordation from the Clerk of Court and forward this certificate immediately to the Purchasing Office at the University of Louisiana at Lafayette. This certificate must be received before any invoices on this project can be processed. **The expense for this is the responsibility of the contractor.**

### **ACCEPTANCE**

Upon written notice by the Facility Management Department to the Purchasing Office, a Notice of Acceptance of work will be executed and forwarded to the contractor for recording with the Clerk of Court in the Parish in which the work has been performed and contractor shall furnish a Clear Lien Certificate from the Clerk of Court (to the Facility Management Department along with final invoice) Forty-Five (45) days after recordation of Acceptance. Final payment of Ten Percent (10%) will be made at this time.

### **INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

## **DETAILED SPECIFICATIONS**

- 1) Demolition to remove existing shingles, felt paper, fascia metal, vinyl soffit panels, etc. as indicated on drawings and specs in the newly created attic and storage room.
- 2) Construction to furnish and install new partition walls, doors and frames, sheet rock ceilings, painting, flooring, vinyl base, blocking, electrical, HVAC equipment, extended rafters, and ceiling joists.
- 3) All electrical and wiring for lights, receptacles, switches, and a/c equipment.
- 4) Provide and install new a/c unit, refrigerant piping, unit drain piping, and controls.
- 5) Provide new storm drain piping, drain boxes, and concrete.
- 6) Clean up the entire space and leave it dust free.

### **Base Bid**

#### **SCOPE OF WORK**

##### **DEMOLITION**

Contractor shall perform any and all demolition necessary to prepare the entire area, including but not limited to, doors and frames, portions of existing walls, etc., as necessary for construction and finishes called for in the specifications for the new floor plan and finishes.

Contractor shall do all other incidental work, not listed, for the proper and complete performance of this contract.

Contractor shall remove all shingles, felt paper, fascia metal, and soffit panels which fall in the newly created attic and storage room as indicated on the plans.

##### **CONSTRUCTION**

##### **DOORS AND HARDWARE**

Contractor shall furnish and install new hollow metal doors and WELDED hollow metal frames with high back aluminum thresholds, to match the existing doors and frames in that area as indicated on the plans.

New frames shall be welded type frames with jamb sizes to match the wall thickness.

Provide high back aluminum thresholds for the (3) three new doors and frames.

Contractor shall furnish and install all new heavy duty door locks and hardware, to include but not limited to ball bearing hinges, locks, panics, 90-degree open lock closures, etc. and **match the existing buildings hardware in color and finish.**

New locks shall receive figure 8, 7-pin cores. New cores shall be provided and installed by the University.

New doors shall receive 90 degree lock open door closures.

Locks: BEST-9K Series Cylindrical Lock (Storeroom Function)

Panics: STANLEY-Precision Hardware Apex 2000 Series (rim Panic) with 4900A exterior lever trim

Closers: SYANLEY-QDC100, Extra Heavy Duty Grade 1 90 Degree Lock Open Closure

Hardware other than those listed shall be submitted to the University prior to ordering.

### **Wall Construction**

Contractor shall carefully layout for new partitions by placing chalk lines on the existing floor. Ken Savage shall be called to verify and approve locations prior to beginning wall construction.

Contractor shall furnish all materials etc. to install new 3 ½" x 14' wood studs and 5/8" sheet rock, drywall partitions as indicated in drawings. Both sides of the stud walls shall receive a layer of 5/8" sheet rock. Studs and drywall shall extend up to the new ceiling joists as indicated on the plans. The final wall thickness will be as indicated on plans.

New partitions shall be braced to the structure above and to the floor slab below.

ALL DRYWALL IN LARGE STORAGE ROOM 182 SHALL BE 5/8" TYPE "X".

ALL DRYWALL IN SMALL STORAGE ROOM 183 SHALL BE 5/8" HIGH IMPACT, MOISTURE RESISTANT, SHEET ROCK.

All new walls shall receive 4" non-faced fiberglass insulation.

### **BLOCKING**

Contractor shall install ¾" plywood blocking for the new a/c unit according to the measurements on the plans.

### **PAINTING**

Where existing doors and frames, walls, columns, ceilings, or other objects of any kind are to remain, the contractor shall be required to properly prepare and paint them. Repair ALL blemishes to an unnoticeable finish prior to painting.

Contractor shall patch, putty, tape, float, sand, skim coat, prime, and paint new and existing walls to match the new paint type and colors.

Contractor shall tape, float, skim coat, sand, prime, and paint new drywall partitions.

Contractor shall properly clean, prep, and paint the existing brick wall in the newly created storage room according to the manufacturer's recommendations.

Wood Surfaces (existing "natural" finished doors)

Sand the entire door, both sides, fill cracks and defects with natural paste filler (if necessary tinted with oil stain before final finishing). First, second, and third coats, polyurethane, satin, clear plastic varnish. Buff lightly with extra fine steel wool between coats.

All paint preparation and application shall be according to manufacturer recommendations for application on the substrates to receive paint.

Where existing vinyl base was removed, the walls shall be repaired to an unnoticeable finish prior to painting and the installation of the new base.

Colors shall be selected by the University.

### **FERROUS METALS**

First coat PPG inhibitive metal primer, tinted with desired color. Second coat, Speedhide, Exterior-interior Alkyd Semi-gloss enamel. Roughen pre-finished items as required for good paint adhesion. (frames, metal doors, AC grilles, etc.)

### **GYPSUM BOARD AND EXISTING PLASTER WALLS**

First coat, Latex primer-sealer. Second coat, Sherwin Williams, Ultracrete A44W801, fine texture, applied uniformly with a sprayer. Third and fourth coat Acrylic Latex Satin enamel Super paint, class A.

**Contractor shall match existing texture in that area.**

Contractor shall make samples of texture for University approval.

### **SHEET ROCK CEILING SYSTEM**

Contractor shall provide and install a new sheet rock ceiling system according to ceiling plans.

New sheet rock ceiling in the large storage room shall be as high as possible, approximately 14'-0" +/- or bottom of the new ceiling joists with 1 x 4 wood stripping. The ceiling height in the new small storage room shall be 9'-0" AFF. Install additional ceiling joists and 1x4 wood stripping for rock.

Contractor shall furnish and install a new sheet rock ceilings throughout the area of work.

Contractor shall furnish and install a new 24" x 24" metal access panel, recess, hinged, and with latch in the ceiling as indicated on the plans.

All new ceilings shall receive 6" non-faced fiberglass insulation.

### **FLOORING**

Furnish and install 12" x 12" x 1/8" commercial floor tile. Tile to be vinyl composition, Essential Series, made by Mannington. Installed with Ardex/Henry "System One" products. Meeting the floor tile manufacturer's warranty requirements and specifications for the type of flooring installation and conditions. Color to be selected by the University.

Contractor shall furnish and install vinyl cove base, 1/8" x 4", made by Johnsonite. Installed with Ardex/Henry "System One" products and adhesives on all walls in the construction area. Color to be selected by the University.

Contractor shall ensure that all floor substrate surfaces are checked for irregularities and inconsistent surface elevations prior to the installation of the new VCT floor tiles.

Contractor shall float the entire area as necessary to achieve manufacturer's recommended minimum elevation variations prior to flooring installation (and preferably prior to painting of walls) and shall include those expenses in his bid price.

Contractor shall provide samples of texture and colors of flooring and base prior to ordering.

### **STORM DRAIN (CATCH BASINS)**

**CONTRACTOR SHALL CONTACT "DOTTIE" PRIOR TO ANY AND ALL EXCAVATIONS. CONTRACTOR SHALL RESEARCH AND HAND DIG TO LOCATE UTILITIES FOR DEPTH AND LOCATION.**

Contractor shall furnish and install new storm drain piping and catch basins as indicated on the plans.

Storm drain piping shall be schedule 40 PVC DWV pipe and fittings (solvent).

Catch basins shall be 12" x 12" with 6" side outlets and grate.

Contractor shall install a 4" drain line from 6" main to a/c concrete pad and terminate 1" above the slab where shown on the plans.

Contractor shall terminate 6" drain line in existing catch basin across existing sidewalk. Seal penetration with non-shrink grout inside and out.

Properly pack suitable materials over new drain line.

Install all "EJ" expansion joints where shown on plans. The number and locations of each "EJ" is critical in maintaining for the future use of removing the concrete in the case of a leak in the existing chill water lines.

### **CONCRETE**

Contractor shall furnish and install new 3500 psi concrete as indicated on the plans.

Contractor shall furnish and install all materials, (rebar, wire mesh, expansion material, etc.) according to the plans and plan details.

### **EXISTING MATERIALS REMOVAL AND DISPOSAL**

Remove the existing concrete and sub-base at the work area to a depth sufficient to allow placement of the new concrete slab and footing thickness.

Existing concrete not indicated in drawings to be removed, shall remain.

Soils removed for sidewalk installation may be used to bring the soil grade to the desired level along the sides of the sidewalks.

Excess soils not used in final grading along sidewalk edges, shall be offered to the University (to be delivered by the contractor to a site, or sites, on the main campus, south campus, or MSTC near the airport) and if declined shall be disposed of off of University property.

Properly dispose of dirt, concrete, trash and debris off site.

Prior to removing existing concrete, the contractor shall saw cut existing concrete intersecting walks to ensure straight, clean joints between existing and new concrete.

The Contractor shall break out, remove and properly dispose of existing concrete to at least the limits designated in the plans.

The Contractor shall remove dirt and soil as necessary, at areas to receive concrete, before placing forms.

Contractor shall check for unstable areas and report them to the University representative prior to placing forms.

Contractor shall provide collection bags for excess concrete, from truck wash outs and over pour, which shall be removed and properly disposed of University property.

### **CONCRETE MIX**

Portland cement concrete pavement shall be straight cement with no additives.

Contractor may use Class A concrete, with a minimum of 5.5 bags of Portland cement per cubic yard and must reach 3500 psi compressive strength in 28 days.

No fly ash shall be used.

Concrete Testing Service: Owner may employ and pay for testing laboratory.

Use one brand of cement throughout project, unless otherwise acceptable to University Representative.

### **FORM WORK**

All above grade forms shall be 1 ½" thickness lumber and shall be braced as necessary to maintain straight lines.

Hanging forms may be used to create the insides of the brick ledge but they shall be 1 ½" thickness straight lumber that is properly spaced, and braced to maintain straight true lines.

In the event that concrete is not poured straight and true to a line the contractor may be required to remove the concrete and re-pour. This will be the University's choice to make.

Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Do not place concrete until forms have been checked for line and grade. Moisten sub-base if required to provide a uniform dampened condition at time concrete is placed.

### **EXPANSION JOINTS AND SEALANTS**

Deposit and spread concrete in a continuous operation between joints.

Construct expansion, joints, true-to-line with face perpendicular to surface of concrete plans.

Expansion joints (EJ) shall utilize pre-molded joint filler for expansion joints abutting walks and other fixed objects.

Expansion joints shall be located at twenty foot intervals and at locations where new concrete meets existing concrete.

Load transfer-slip dowel devices shall be used at all expansion joints and at where new concrete ties in to existing concrete. They shall be installed so that one end of each dowel bar is free to move.

Extend joint fillers full-width and depth of joint, and not less than 1/2 " or more than 1" below finished surface for placement of joint sealer. All side walk joints shall be sealed for their entire length to prevent sand seepage.

Protect top edge of joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joints.

Provide expansion joints where new brick meets existing brick.



## **ELECTRICAL**

The contractor shall include in his bid all labor, materials and work to perform all of the electrical work indicated in the plans and specifications.

All work shall be done as per NEC.

Contractor shall install temporary lighting sufficient for the General Contractor's needs.

Contractor shall provide labor and materials for the electrical requirements for all HVAC equipment above the ceiling. All receptacles, cover plates, and wiring shall be by the electrical contractor.

Contractor shall provide new circuits for new lights, receptacles, HVAC equipment, etc. for that area from existing Panel "A".

Contractor shall furnish and install Lithonia LED light fixtures with lamps (LBL4 4' Wrap LED) as shown on drawings.

Contractor shall provide rough-ins for the new a/c unit, controls, etc. as indicated on the plans.

Contractor shall hang or otherwise support new and existing conduits, junction boxes etc. to meet code requirements.

Contractor shall furnish all wiring, labor etc. to install the new light fixtures.

Contractor shall furnish and install (2) two 3-way light switches and a ceiling mounted occupancy device Wattstopper (DT-300) (BZ-50 universal power pack) (or approved equal) for the lights in the large storage room.

Contractor shall furnish and install an occupancy sensor Wattstopper (DSW-100) (or approved equal) wall switch in the small storage room.

Contractor shall provide 20 amp rated switches and 20 amp rated receptacles as indicated in plans.

Contractor shall relocate the existing exterior light fixture and wiring to the new exterior wall as indicated on the plans.

Contractor shall provide and install new receptacles in the newly created partitions as indicated in plans.

Contractor shall furnish and install all conduit, wiring, and disconnects and/or motorized switch for new a/c unit.

MC cable is acceptable for power feed to receptacles and lighting.

Raceways for equipment on the exterior of the building shall be of water tight pipe and fittings.

Any faulty wiring or unsafe conditions shall be reported to the University representative for this project.

## **WIRING DEVICES - GENERAL**

Submittals: Product Data for each product specified.

Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

Comply with NEMA WD 1.

Comply with NFPA 70.

### **PRODUCTS**

Straight-Blade and Locking Receptacles: General-Duty grade.

GFCI Receptacles: Feed-through type, with integral NEMA WD 6, Configuration 5-20R duplex receptacle arranged to protect connected downstream receptacles on same circuit. Design units for installation in a 2-3/4-inch- (70-mm-) deep outlet box without an adapter. Snap Switches: Heavy-duty, quiet type

### **EXECUTION**

Install devices and assemblies plumb and secure.

Connect wiring device grounding terminal to outlet box with bonding jumper.

Connect wiring device grounding terminal to branch-circuit equipment grounding conductor.

Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturers torque values are not indicated, use those specified in UL 486A and UL 486B.

Test wiring devices for proper polarity and ground continuity. Operate each device at least six times.

Replace damaged or defective components.

### **PRE-CONSTRUCTION SUBMITTALS**

Product Data: For each type of lighting fixture indicated, arranged in order of fixture designation. Include data on features, accessories, and the following:

Dimensions of fixtures.

Certified results of laboratory tests for fixtures and lamps for photometric performance.

Types of lamps. LED.

Coordination Drawings: Reflected ceiling plans and sections drawn to scale and coordinating fixture installation with ceiling grid, ceiling-mounted items, and other components in the vicinity. Include work of all trades that is to be installed near lighting equipment.

### **QUALITY ASSURANCE**

Fixtures, Emergency Lighting Units, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.

Comply with NFPA 70.

NFPA 101 Compliance: Comply with visibility and luminance requirements for exit signs.

### **COORDINATION:**

Fixtures, Mounting Hardware, and Trim: Coordinate layout and installation of lighting fixtures with ceiling system and other construction.

## **WARRANTY**

General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

## **PRODUCTS**

### **MANUFACTURERS**

Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products indicated in the Lighting Fixture Schedule on drawings.

### **FIXTURES AND FIXTURE COMPONENTS, GENERAL**

Metal Parts: Free from burrs, sharp corners, and edges.

Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.

Doors, Frames, and Other Internal Access: Smooth operating, free from light leakage under operating conditions, and arranged to permit relamping without use of tools. Arrange doors, frames, lenses, diffusers, and other pieces to prevent accidental falling during relamping and when secured in operating position. Delete paragraph below except for special applications where freedom from conducted electromagnetic interference is critical. Coordinate with Drawings.

### **FINISHES**

Fixtures: Manufacturer's standard, unless otherwise indicated.

Paint Finish: Applied over corrosion-resistant treatment or primer, free of defects.

Metallic Finish: Corrosion resistant.

### **EXECUTION/INSTALLATION**

Fixtures: Set level, plumb, and square with ceiling and walls, and secure according to manufacturer's written instructions and approved submittal materials. Install lamps in each fixture.

Support for Fixtures in or on Grid-Type Suspended Ceilings: Use building structure for support.

**Install a minimum of four ceiling support system rods or wires for each fixture. Locate not more than six inches (6") from fixture corners.**

Support Clips: Fasten to fixtures and to ceiling grid members at or near each fixture corner.

Fixtures of Sizes Less Than Ceiling Grid: Arrange as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4 inch metal channels spanning and secured to ceiling tees.

### **CONNECTIONS:**

**Ground equipment.**

Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

## **FIELD QUALITY CONTROL**

Inspect each installed fixture for damage. Replace damaged fixtures and components.

Tests: As follows:

Verify normal operation of each fixture after installation.

Emergency Lighting: Interrupt electrical supply to demonstrate proper operation.

Verify normal transfer to battery source and retransfer to normal.

Report results in writing.

Malfunctioning Fixtures and Components: Replace or repair, then retest. Repeat procedure until units operate properly.

Corrosive Fixtures: Replace during warranty period.

## **CLEANING AND ADJUSTING**

Clean fixtures internally and externally after installation. Use methods and materials recommended by manufacturer.

## **EXIT SIGNS**

Contractor shall furnish and install new LED exit signs with battery back-up (replace existing fixtures one for one in the existing locations except that he shall make height adjustments to allow for new ceiling height)

Fixtures shall be Lithonia LQCW1GELN or approved equal. New exits signs shall be wall mount.

## **EMERGENCY LIGHTING UNITS**

Contractor shall furnish and install new emergency lighting units using Lithonia (EUZ LED M12) LED fixtures with lamps.

## **HVAC**

### **GENERAL:**

H.V.A.C. shall be constructed in accordance with N.F.P.A 101:9.2. **All materials furnished in this section shall be submitted for approval prior to any installation.**

## **PIPING CHASE**

Contractor shall furnish and install a painted sheet metal cover (chase) to cover all piping exposed on the brick wall for the a/c unit (electrical and mechanical). Paint cover to match that of the brick. Anchor and seal cover to wall to keep water tight. Seal penetrations.

## **A/C EQUIPMENT**

Contractor shall furnish and install: MITSUBISHI SINGLE ZONE HEAT PUMP SYSTEM (PUZ-A18NHA6 OUTDOOR UNIT, PKA-A18HA6 WALL MOUNTED INDOOR UNIT WITH PLAZMA AIR IONIZER DEVICE, AND PAR-32MAA-J HARD WIRED REMOTE CONTROLLER) IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. INSTALL (2) TWO CADDY PYRAMID UNIVERSAL SUPPORTS (PBU10) BELOW OUTDOOR UNIT.

Contractor shall secure refrigerant lines to exterior wall and concrete pad according to the plans details. Conceal refrigerant lines, condensate line, and electrical and control conduit in painted metal cover anchored and sealed to wall. Paint to match wall finish.

Terminate condensate line 1" above slab at 4" drain line connected to catch basin.

**PROTECTION OF EQUIPMENT AND MATERIALS:**

The contractor shall at all times take such precautions as may be necessary to properly protect all equipment and materials from damage; failure on the part of the contractor to comply with the above to the entire satisfaction of the University will be sufficient cause for rejection of the particular piece of equipment in question.

**GENERAL CLEAN-UP**

The general Contractor shall be responsible for providing a dumpster and for the proper disposal of all work associated debris at an appropriate (for the type of debris), approved landfill.

The general Contractor shall be responsible for leaving the space, free of dust and mopped clean.

All surfaces shall be wiped down and free of dust.

## LOUISIANA UNIFORM PUBLIC WORKS BID FORM

TO: University of Louisiana at Lafayette  
 Purchasing Office, Martin Hall Room 123  
 104 University Circle  
 PO Box 40197  
 Lafayette, LA 70504

BID FOR: Marching Band Storage Addition – ANGELLE HALL  
 File No. 17208

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

University of Louisiana at Lafayette and dated: September 2016.

Bidder must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid"\* but not alternates) the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_

LOUISIANA CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER\*\*: \_\_\_\_\_

DATE: \_\_\_\_\_

\* The **Unit Price Form** shall be used if the contract includes unit prices. Otherwise, it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(0).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

*Louisiana Register Vol. 35, No. 08 August 20, 2009*

**NOTE: Affidavit submitted with the Bid Documents, prior to the opening of bids, will not be accepted in accordance with LA. R.S. 38:2212.10.**

\_\_\_\_\_  
**Name of Project**

\_\_\_\_\_  
**Project No.**

**STATE OF** \_\_\_\_\_

**PARISH OF** \_\_\_\_\_

**ATTESTATIONS AFFIDAVIT**

**Before me**, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- |  |  |
|--|--|
| (a) Theft (R.S. 14:67)                           | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)               | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S.14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)     |  |

**LA. R.S. 38:2212.10 Verification of Employees**

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

\_\_\_\_\_  
**Name of Project**

\_\_\_\_\_  
**Project No.**

**LA. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance**

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**NAME OF AUTHORIZED SIGNATORY OF BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TITLE OF AUTHORIZED SIGNATORY OF BIDDER**

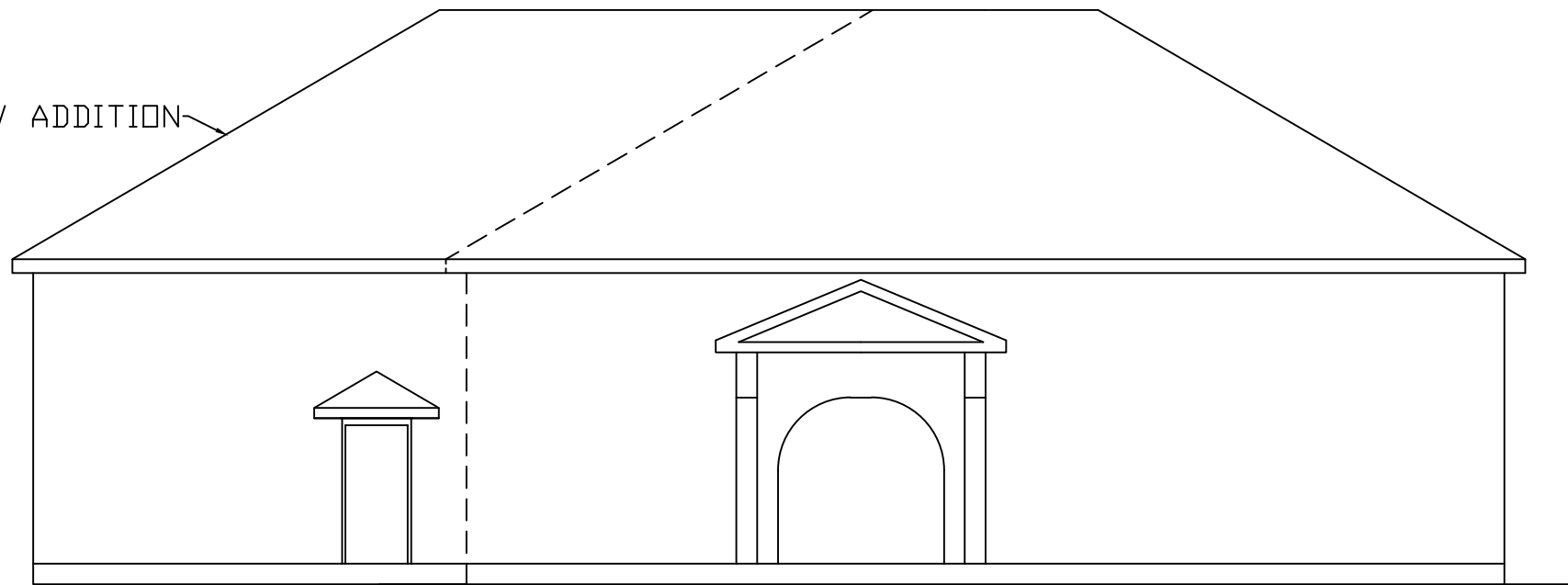
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**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER/AFFIANT**

**Sworn to and subscribed** before me by Affiant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

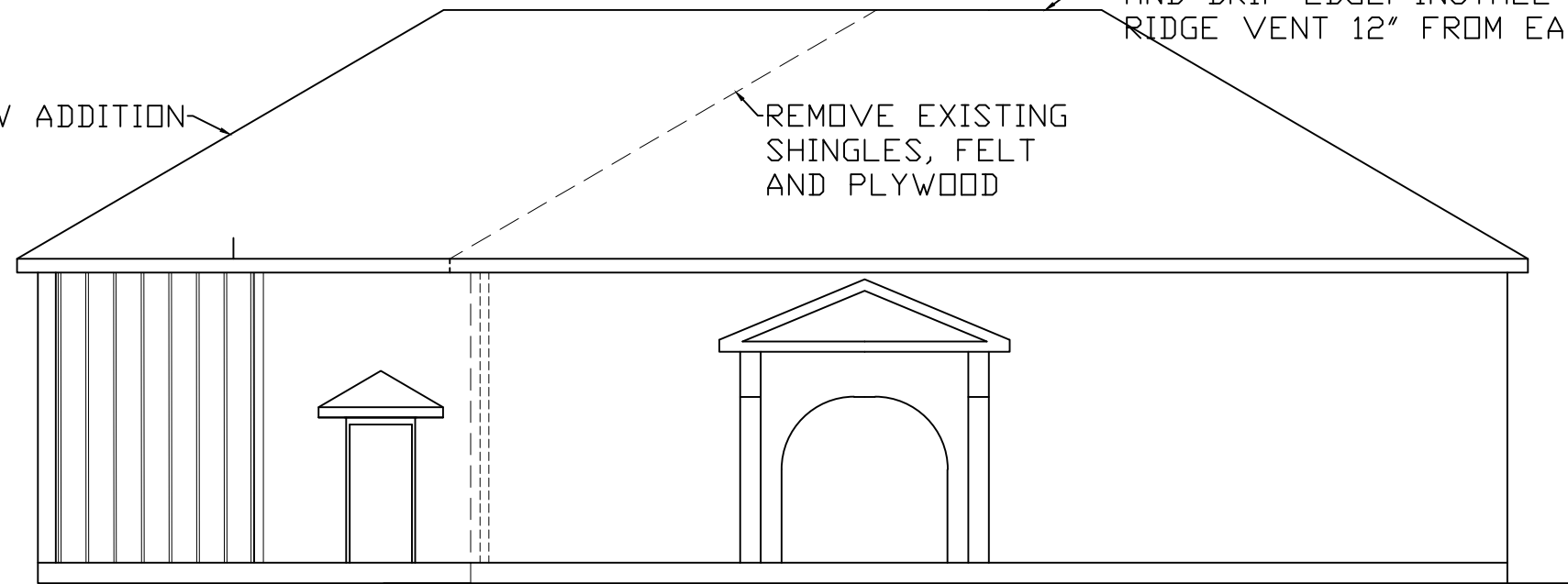
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Notary Public



NEW ADDITION

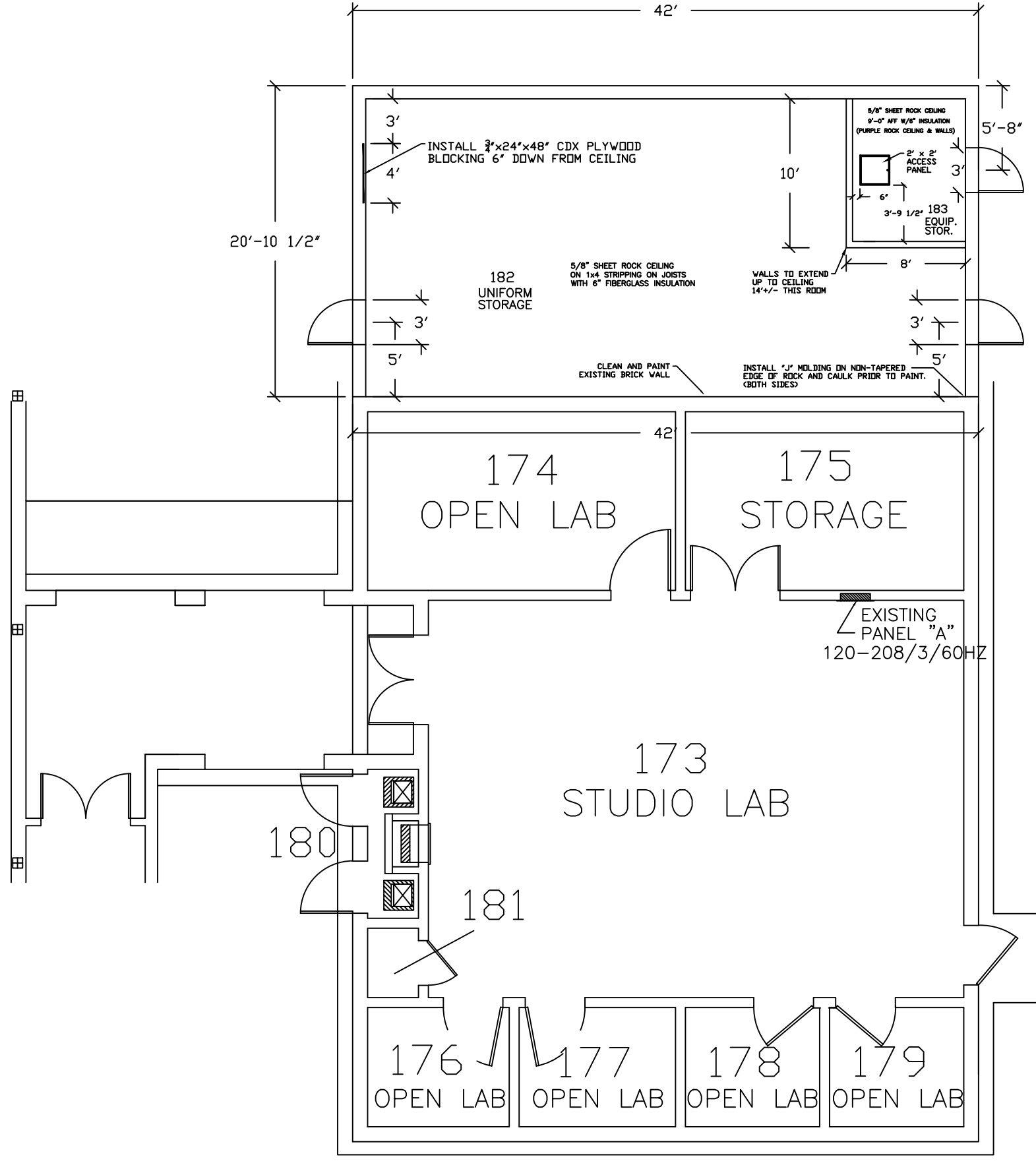
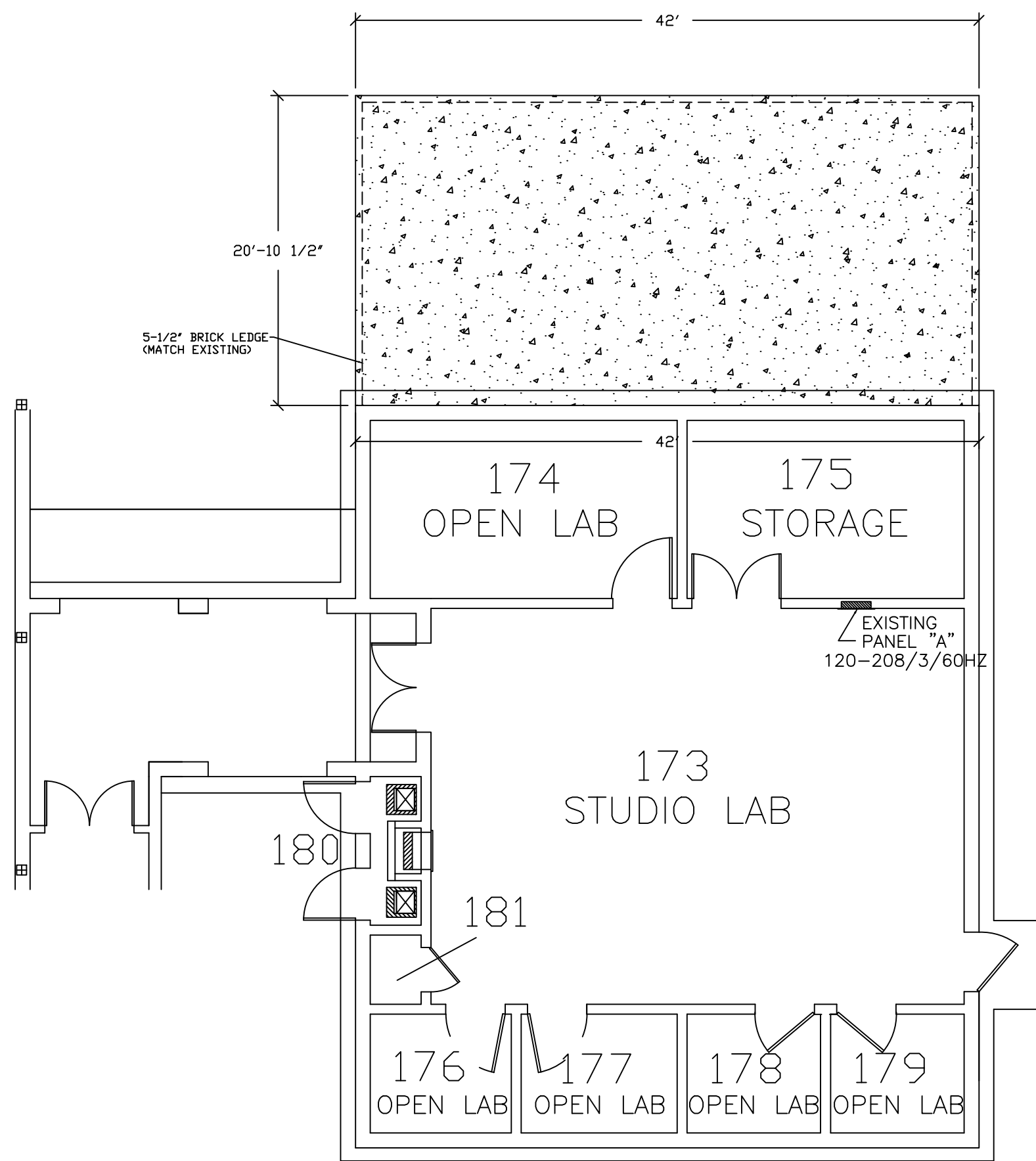


NEW ADDITION



REPLACE EXISTING SHINGLES, FELT,  
AND DRIP EDGE. INSTALL CONTINUOUS  
RIDGE VENT 12" FROM EACH HIP

REMOVE EXISTING  
SHINGLES, FELT  
AND PLYWOOD



GENERAL NOTES:

1. -CONTRACTOR SHALL FORM UP AND POUR A CONCRETE SLAB FOR THE NEW ADDITION ACCORDING TO THE DETAILS IN THE PLANS AND SPECIFICATIONS.
2. -CONTRACTOR SHALL BLOCK OUT FORMS FOR (3) THREE NEW 3' DOORS ON THE NEW ADDITION TO THE BUILDING.
3. -CONTRACTOR SHALL CREATE A 5-1/2" BRICK LEDGE MATCHING THE SAME HEIGHT AS THE EXISTING BRICK LEDGE.
4. -CONTRACTOR SHALL DOWEL NEW BUILDING SLAB TO THE EXISTING BUILDING SLAB WITH 1/2" x 24" SMOOTH DOWELS EPOXY 12" ON CENTER.
5. -CONTRACTOR SHALL FURNISH AND INSTALL MATERIALS TO BUILD NEW WOOD STUD INTERIOR WALLS AND EXTERIOR WOOD STUD WALLS WITH BRICK ACCORDING TO THE DETAILS IN THE PLANS AND SPECIFICATIONS.
6. -CONTRACTOR SHALL FURNISH AND INSTALL A 5/8" TYPE "X" SHEET ROCK CEILING IN THE LARGE STORAGE ROOM 182 ON THE CEILING JOISTS WITH 1" x 4" STRIPPING AT A HEIGHT OF APPROXIMATELY 14'-0" +/- AFF.
7. -CONTRACTOR SHALL FURNISH AND INSTALL A 5/8" MOISTURE RESISTANT PURPLE SHEET ROCK CEILING IN THE SMALL STORAGE ROOM 183 AT 9'-0" AFF USING 2" x 6" JOISTS AND 1" x 4" STRIPPING. WALLS SHALL ALSO BE 5/8" MOISTURE RESISTANT PURPLE ROCK.
8. -CONTRACTOR SHALL FURNISH AND INSTALL A 2' x 2' METAL HINGED ACCESS PANEL WITH LATCH ON THE CEILING IN THE SMALL STORAGE ROOM. PREP AND PAINT SAME COLOR AS CEILING.
9. -CONTRACTOR SHALL TAPE, FLOAT, AND PAINT ALL WALLS AND CEILINGS EXPOSED. CONTRACTOR SHALL CLEAN, PREP AND PAINT THE EXPOSED BRICK WALL IN THE NEW LARGE STORAGE ROOM. PREP AND PAINT ALL DOORS AND FRAMES.
10. -CONTRACTOR SHALL INSTALL ALL FLASHING FOR THE NEW CANOPIES (MATCH EXISTING) AND BRICK LEDGE FLASHING ACCORDING TO THE DETAILS ON THE PLANS.
11. -CONTRACTOR SHALL FURNISH AND INSTALL NEW FASCIA METAL AND VENTED SOFFIT VINYL PANELS TO MATCH THE EXISTING IN STYLE, SIZE, COLOR AND SHAPE.
12. -CONTRACTOR SHALL REMOVE THE EXISTING SHINGLES, FELT PAPER, DRIP EDGE, AND RIDGE VENTS, AND REPLACE WITH NEW. NEW RIDGE VENTS ARE TO BE CAPPED WITH SHINGLES.
13. -CONTRACTOR SHALL FURNISH AND INSTALL NEW 30# FELT PAPER (OPTION TO USE SYNTHETIC FELT), 30 YEAR ARCHITECTURAL SHINGLES (TAMPCO-RUSTIC BLACK), 12" RIDGE VENTS, AND 4" BRONZE COLORED DRIP EDGE METAL.
14. -CONTRACTOR SHALL REMOVE THE EXISTING SHINGLES, FELT PAPER, DRIP EDGE, AND RIDGE VENTS WHICH FALL IN THE NEW ATTIC CREATED WITH THE NEW ADDITION. EXISTING PLYWOOD IS TO REMAIN.
15. -CONTRACTOR SHALL FURNISH AND INSTALL NEW BRICK VENEER ON THE EXTERIOR OF THE NEW ADDITION MATCHING THAT OF THE EXISTING BUILDING IN COLOR, STYLE, MORTAR, AND COURSING. INSTALL BRICK TIES AS SHOWN IN THE DETAILS.
16. -CONTRACTOR SHALL FURNISH AND INSTALL NEW HOLLOW METAL DOORS AND FRAMES WITH BEST BRAND RIM PANICS AND PULLS (FIGURE 8 CORE CYLINDERS) ON THE TWO DOORS AT THE LARGE STOREROOM, WITH BALL BEARING HINGES, AND HYDRAULIC 90° HOLD OPEN CLOSURES.
17. -CONTRACTOR SHALL FURNISH AND INSTALL A NEW HOLLOW METAL DOOR AND FRAME WITH A BEST BRAND CYLINDRICAL LOCK (STOREROOM FUNCTION) (FIGURE 8 CORE) ON THE DOOR AT THE SMALL STOREROOM, WITH BALL BEARING HINGES, AND HYDRAULIC 90° HOLD OPEN CLOSURES.
18. -CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN A CONSTRUCTION FENCE SURROUNDING THE CONSTRUCTION AREA FOR SAFETY OF THE STAFF AND STUDENTS.

GENERAL NOTES  
NO: REVISIONS: DATE:

ANGELLE HALL - PERCUSSION WING ADDITION

UL PHYSICAL PLANT  
THE UNIVERSITY OF LOUISIANA AT LAFAYETTE  
P.O. BOX 43210  
LAFAYETTE, LOUISIANA 70504

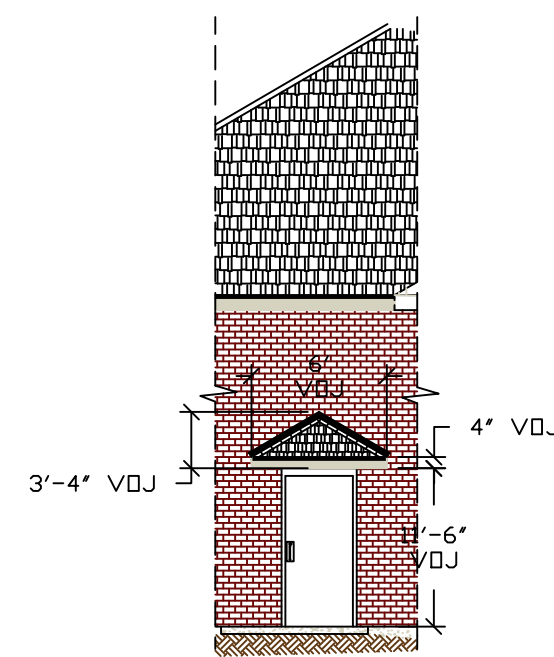
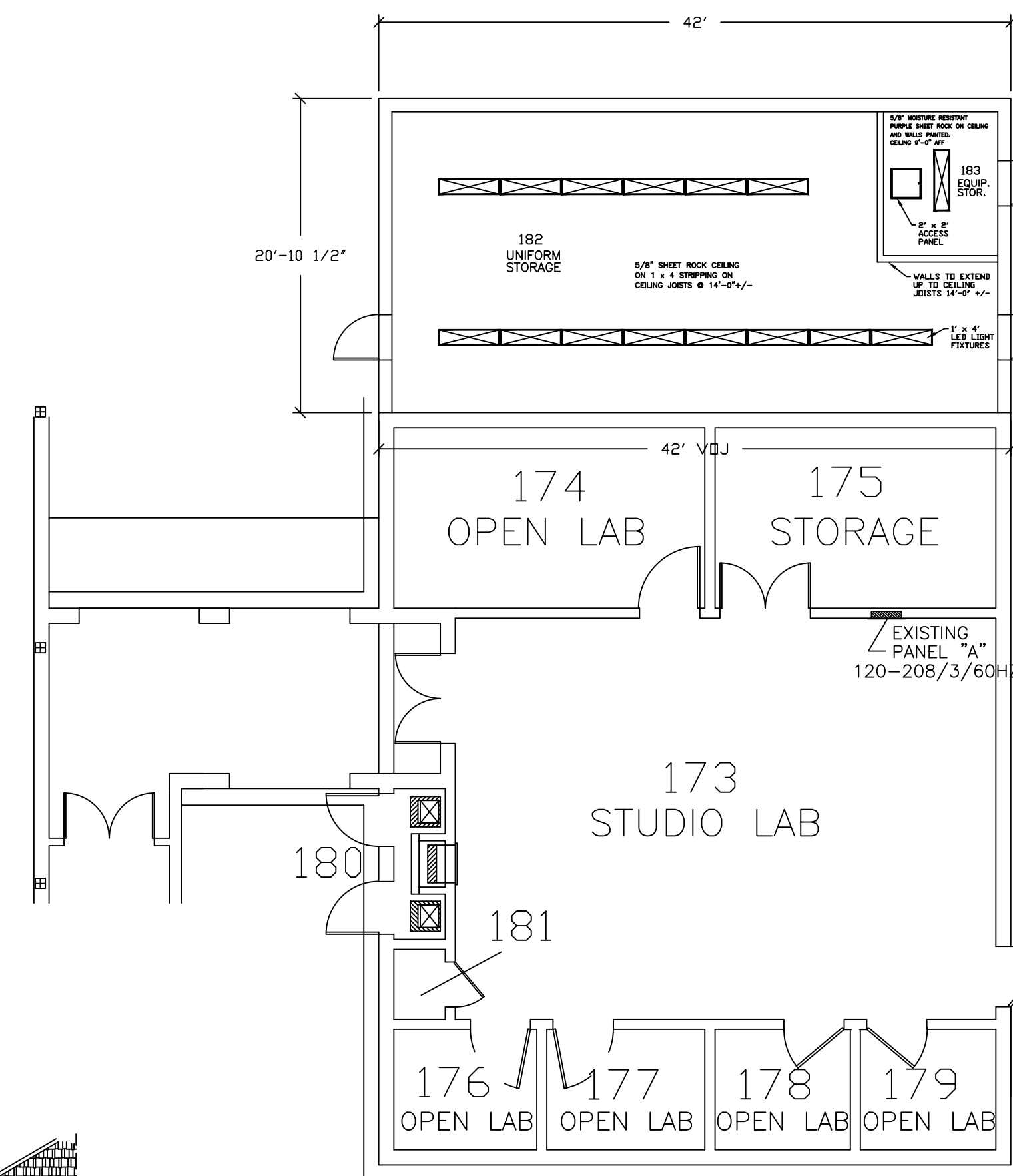
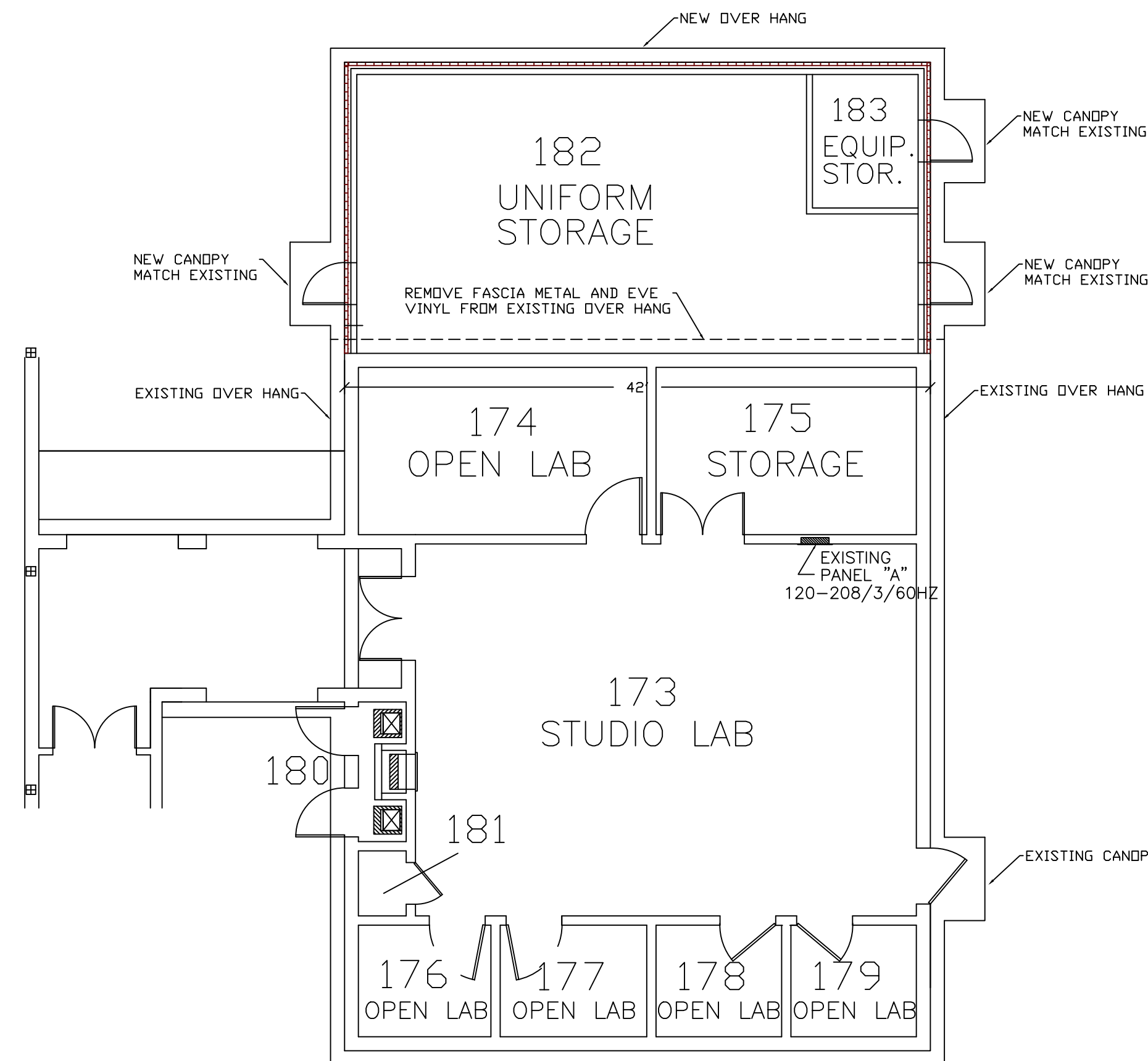
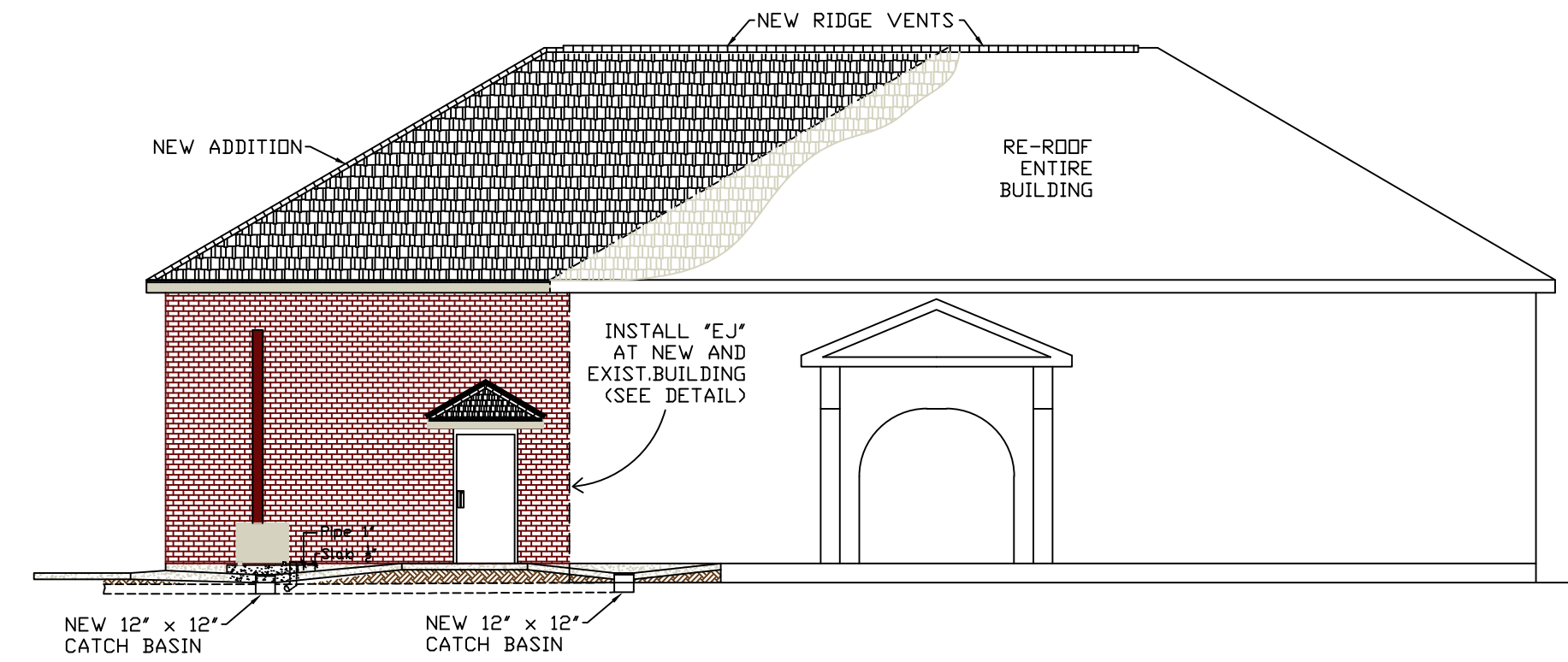
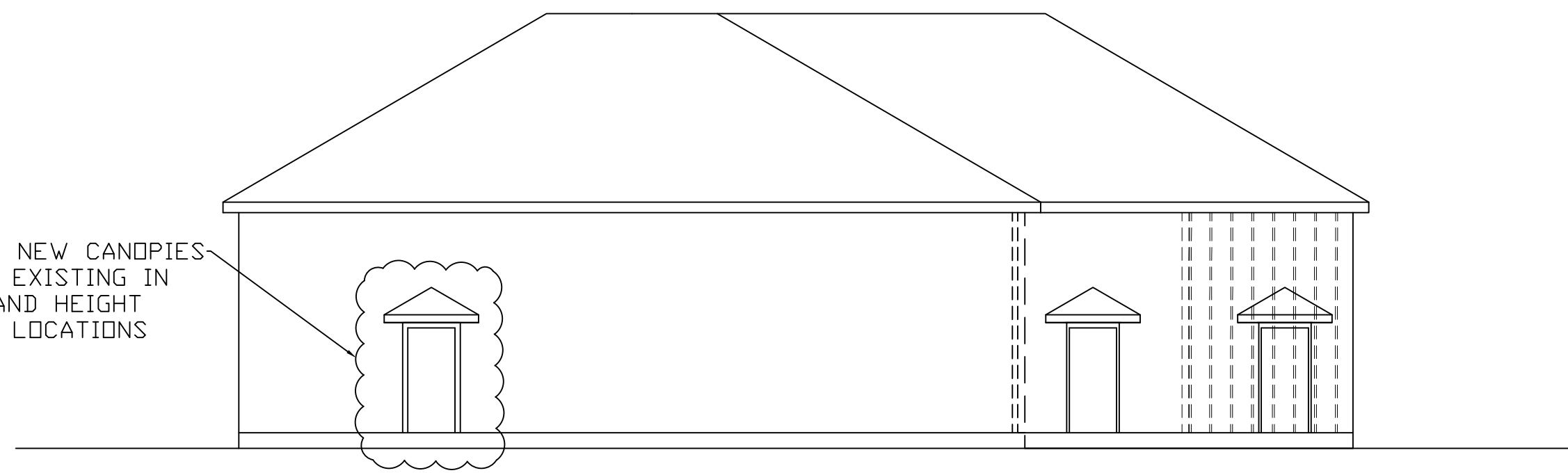
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UNIVERSITY OF LOUISIANA AT LAFAYETTE  
PHYSICAL PLANT  
FILE NO: 04876R.DWG

REGISTRATION STAMP

PROJECT NO: SHEET:  
DATE: A1  
SCALE: 1/4" = 1' - 0"

NEW ADDITION PLAN

CONSTRUCT (3) NEW CANOPIES TO MATCH THE EXISTING IN SIZE, SHAPE, AND HEIGHT AT THE NOTED LOCATIONS



CANOPY DETAIL

DO NOT INSTALL WEEPS AT DOOR LANDINGS

GENERAL NOTES:

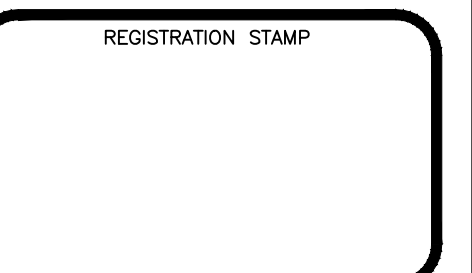
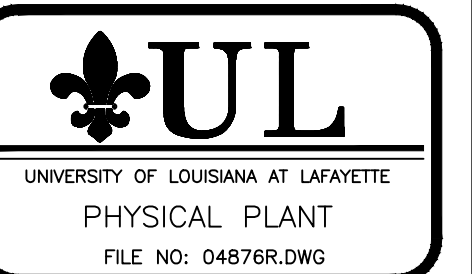
- ① -CONTRACTOR SHALL CONSTRUCT, BEFORE BRICKING, (3) THREE NEW CANOPIES IN THE LOCATIONS ON THE PLANS (MATCH EXISTING).
- ② -CONTRACTOR SHALL INSTALL MATCHING FLASHING ON THE CANOPIES ACCORDING TO THE DETAILS ON THE PLANS.
- ③ -CONTRACTOR SHALL FURNISH AND INSTALL NEW 30# FELT PAPER (OPTION TO USE SYNTHETIC FELT), DRIP EDGE, SHINGLES, METAL FASCIA, AND VENTED VINYL SOFFIT PANELS ON THE NEW CANOPIES.
- ④ -CONTRACTOR SHALL CONSTRUCT THE CANOPIES OF 2X MATERIALS AND CDX PLYWOOD SHEETING.
- ⑤ -CONTRACTOR HAS THE OPTION TO INSTALL SYNTHETIC FELT PAPER ON THE CANOPIES AND MAIN BUILDING ROOF DECKING IN LIEU OF 30# FELT PAPER .

CANOPY PLAN

GENERAL NOTES		
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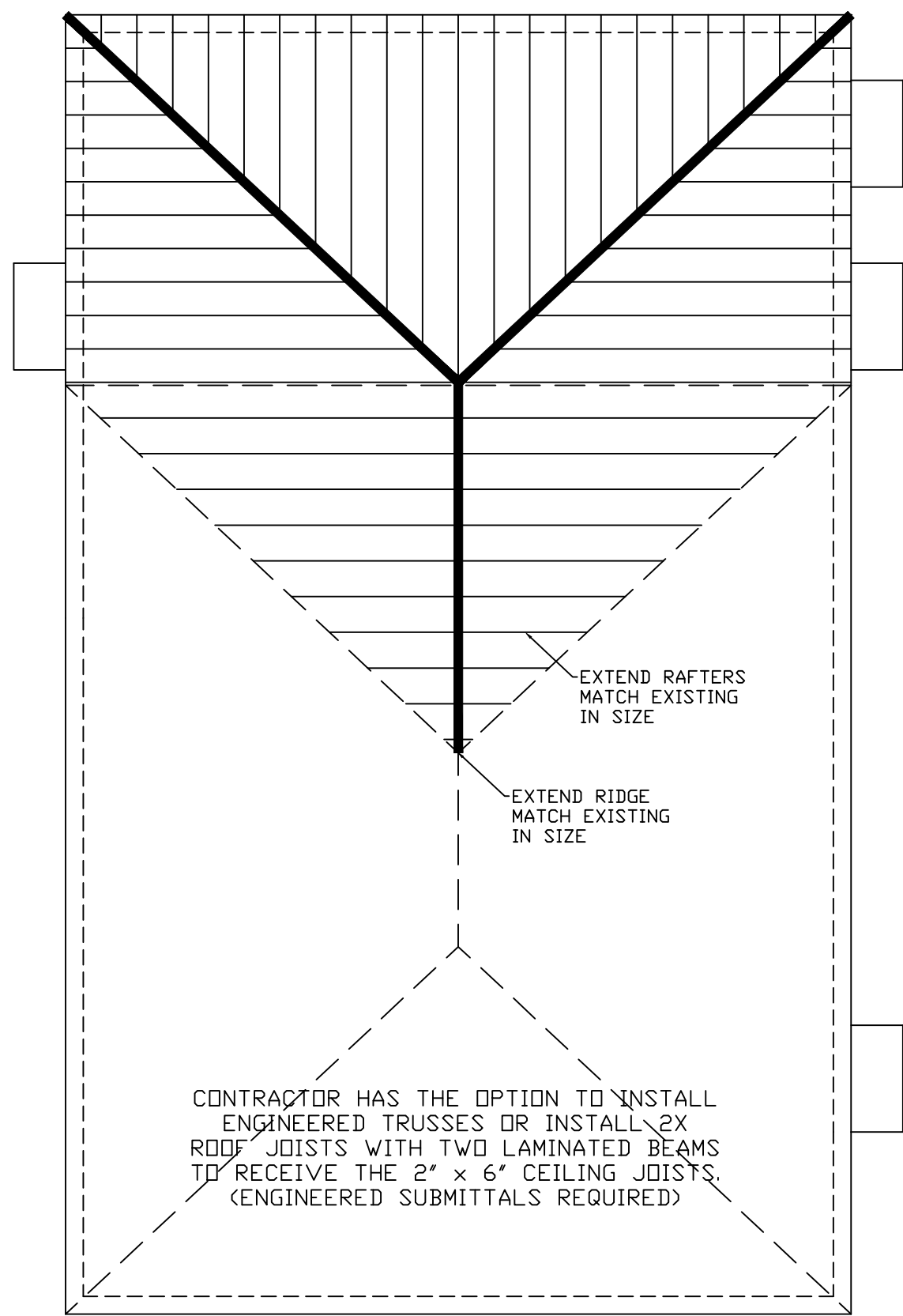
ANGELLE HALL - PERCUSSION WING ADDITION

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P.O. BOX 43210  
LAFAYETTE, LOUISIANA 70504

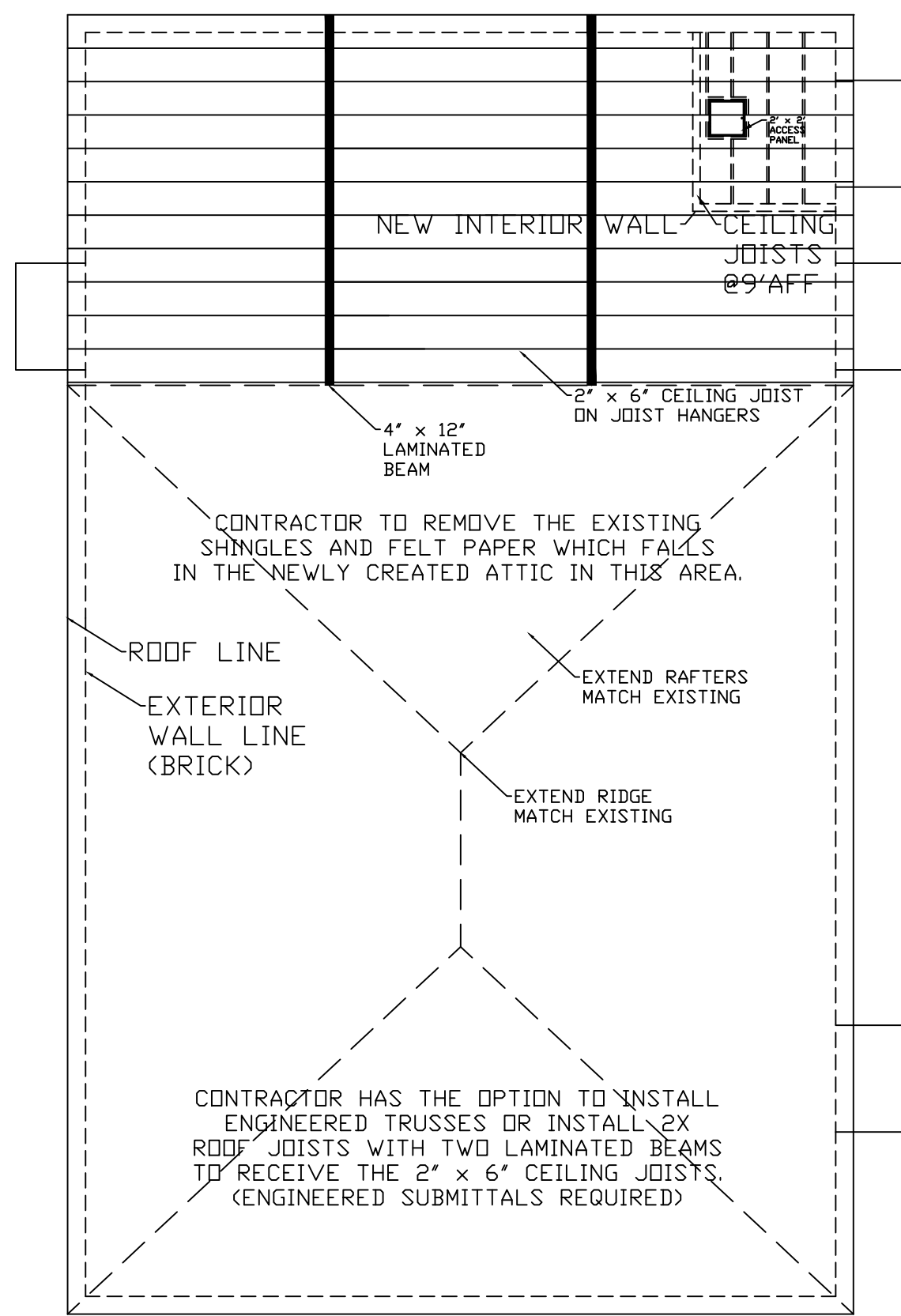


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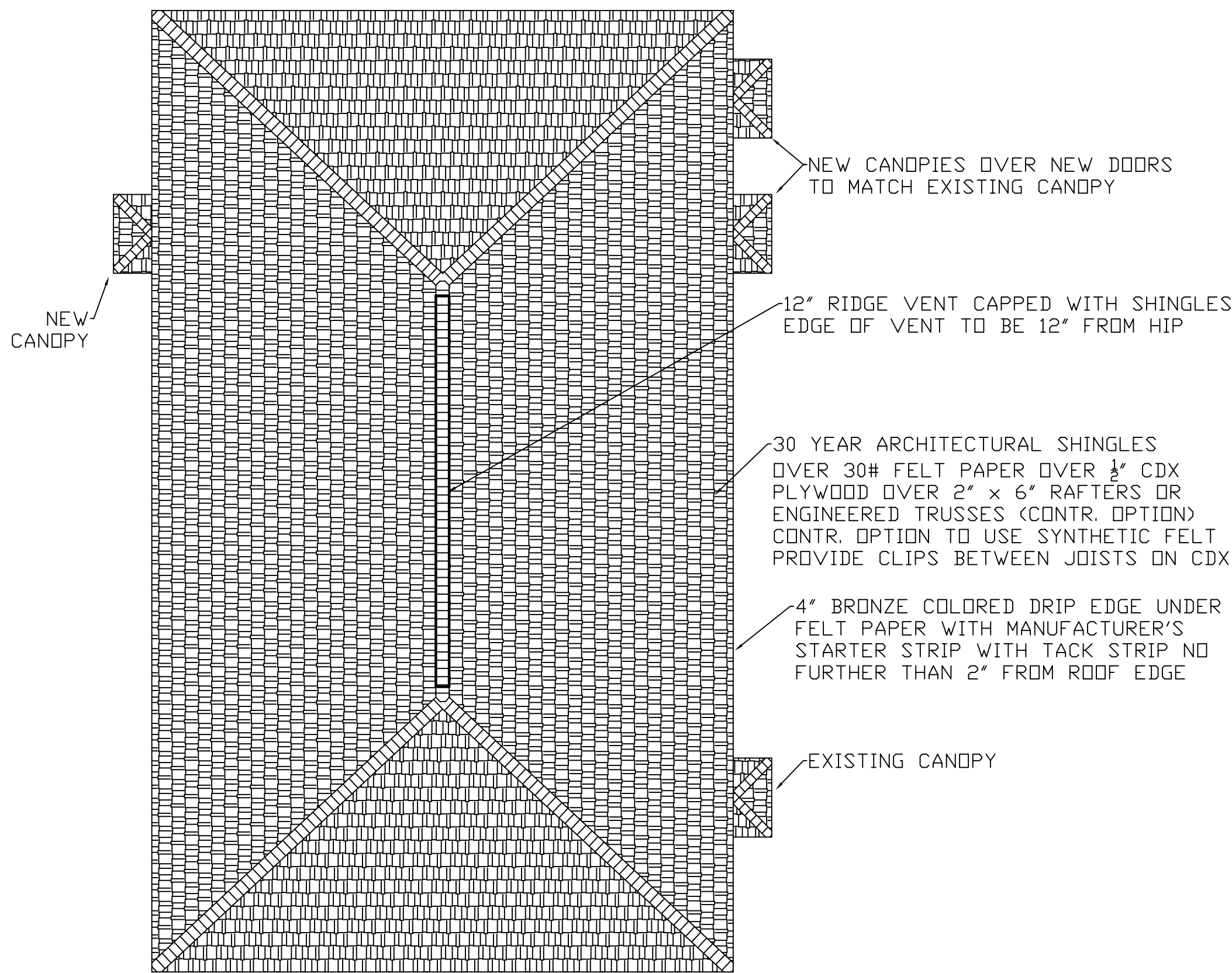
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ROOF EXTENSION PLAN



CEILING JOIST PLAN



ROOF & SHINGLE PLAN

GENERAL NOTES:

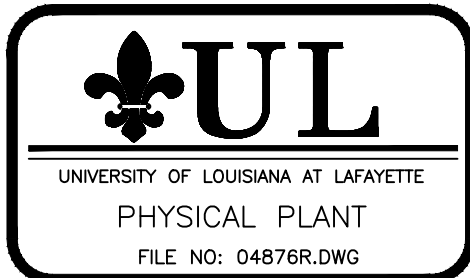
- ① -CONTRACTOR SHALL FURNISH AND INSTALL NEW EXTENDED RAFTERS (MATCH EXISTING) OR ENGINEERED TRUSSES (TO BE SUBMITTED) TO CREATE A NEW ROOF EXTENSION OVER THE NEW BUILDING ADDITION.
- ② -CONTRACTOR SHALL REMOVE THE EXISTING SHINGLES, FELT PAPER, DRIP EDGE, FASCIA METAL, AND VINYL SOFFIT PANELS WHICH FALL IN THE NEW ADDITION.
- ③ -CONTRACTOR SHALL REMOVE THE EXISTING SHINGLES, FELT PAPER, RIDGE VENTS, AND DRIP EDGE AND REPLACE WITH NEW.
- ④ -CONTRACTOR SHALL CONSTRUCT, BEFORE BRICKING, (3) THREE NEW CANOPIES (MATCH EXISTING) OVER THE NEW DOORS.
- ⑤ -CONTRACTOR HAS THE OPTION TO INSTALL SYNTHETIC FELT PAPER ON THE CANOPIES AND MAIN BUILDING ROOF DECKING IN LIEU OF 30# FELT PAPER .

ROOF PLAN

GENERAL NOTES		
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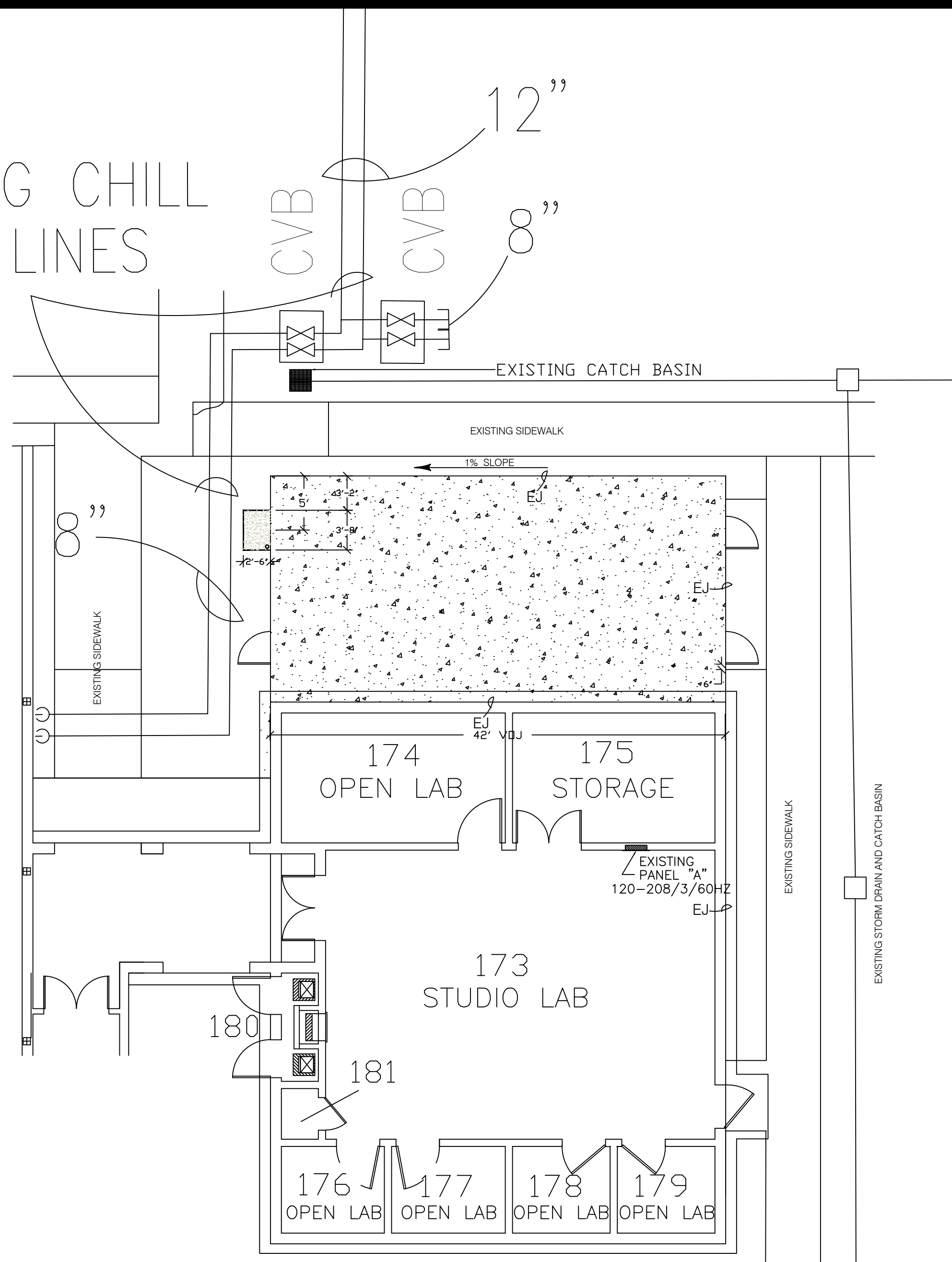
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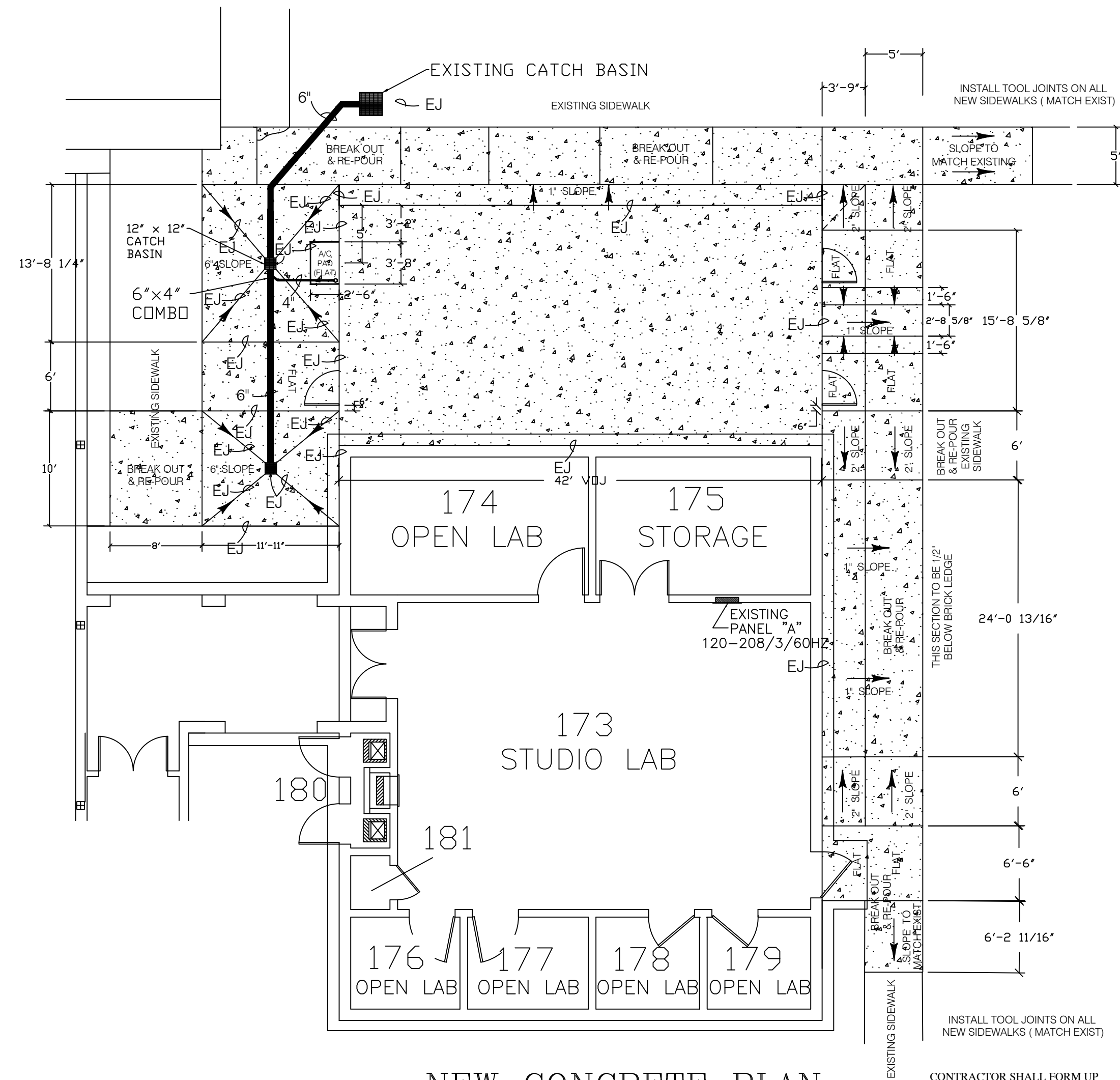
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EXISTING CHILL  
WATER LINES



EXISTING CHILL WATER & STORM DRAIN PLAN



NEW CONCRETE PLAN

 - NEW CONCRETE

CONCRETE PLAN


GENERAL NOTES:

- 1 -CONTRACTOR SHALL FURNISH AND INSTALL (2) NEW 12" x 12" CATCH BASINS (NDS) WITH 6" INLETS AND 6" DWV SCHEDULE 40 PVC PIPE.
- 2 -CONTRACTOR SHALL RUN 6" PIPE FROM NEW CATCH LOCATIONS TO EXISTING CATCH BASIN ADJACENT TO EXISTING SIDEWALK. PROPERLY SEAL 6" PENETRATION WITH NON SHRINK GROUT INSIDE AND OUT OF EXISTING CATCH BASIN.
- 3 -CONTRACTOR SHALL RUN NEW 4" PVC DWV SCHEDULE 40 PIPE FROM A/C PAD TO NEW CATCH BASIN FOR THE A/C CONDENSATE DRAIN. STUB UP 4" PIPE 1" ABOVE A/C SLAB.
- 4 -CONTRACTOR SHALL FORM UP AND POUR WITH 3000 PSI CONCRETE THE NEW SLOPED COLLECTION AREAS AND SIDEWALKS AS INDICATED ON THE PLANS. BREAK OUT AND REPLACE EXISTING BROKEN SIDEWALKS AS INDICATED ON THE PLANS.
- 5 -CONTRACTOR SHALL BREAK OUT EXISTING SIDEWALK ADJACENT TO THE TAFT STREET PARKING GARAGE AND RE-POUR LANDINGS AND RAMPS AS INDICATED ON THE PLANS.
- 6 -CONTRACTOR SHALL INSTALL 1/2" EXPANSION JOINT MATERIAL WITH ZIP STRIP. REMOVE ZIP STRIP AFTER CONCRETE POUR AND CAULK WITH SL-1 URETHANE CAULKING.
- 7 -CONTRACTOR SHALL TAKE PRECAUTIONS WHEN DOING DEMO, DIGGING, DRIVING OF STAKES, AND EXCESSIVE PACKING IN THE AREA WHERE THE EXISTING CHILL WATERS LINES RUN. CONTRACTOR SHALL RESEARCH AND HAND DIG TO LOCATE UTILITIES FOR DEPTH AND LOCATION.
- 8 -CONTRACTOR SHALL CONTACT "DOTTIE" PRIOR TO ANY AND ALL EXCAVATIONS.
- 9 -THE EXPANSION JOINT "EJ" NUMBER AND LOCATIONS ARE IMPORTANT AND NEEDED TO BE ABLE TO REMOVE SECTIONS OF CONCRETE ABOVE THE EXISTING CHILL WATER LINES IN THE CASE OF A LEAK.
- 10 -CONTRACTOR SHALL REPLACE ANY CONCRETE DAMAGED DURING CONSTRUCTION WITHOUT ANY ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL TAKE PHOTOS OF EXISTING CONDITIONS PRIOR TO ANY WORK PERFORMED.



GENERAL NOTES  
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ANGELLE HALL - PERCUSSION WING ADDITION

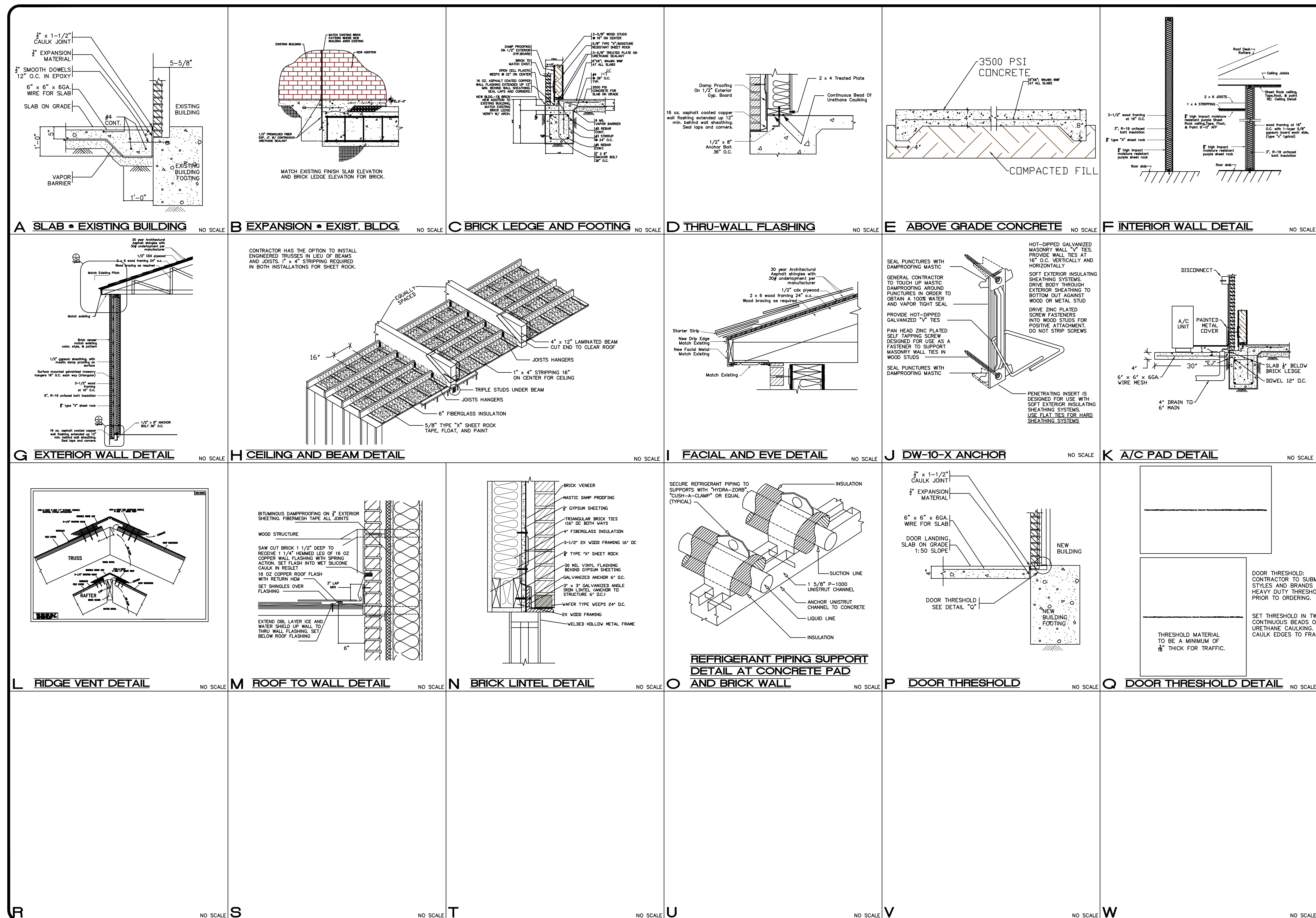
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<b>GENERAL NOTES</b>		
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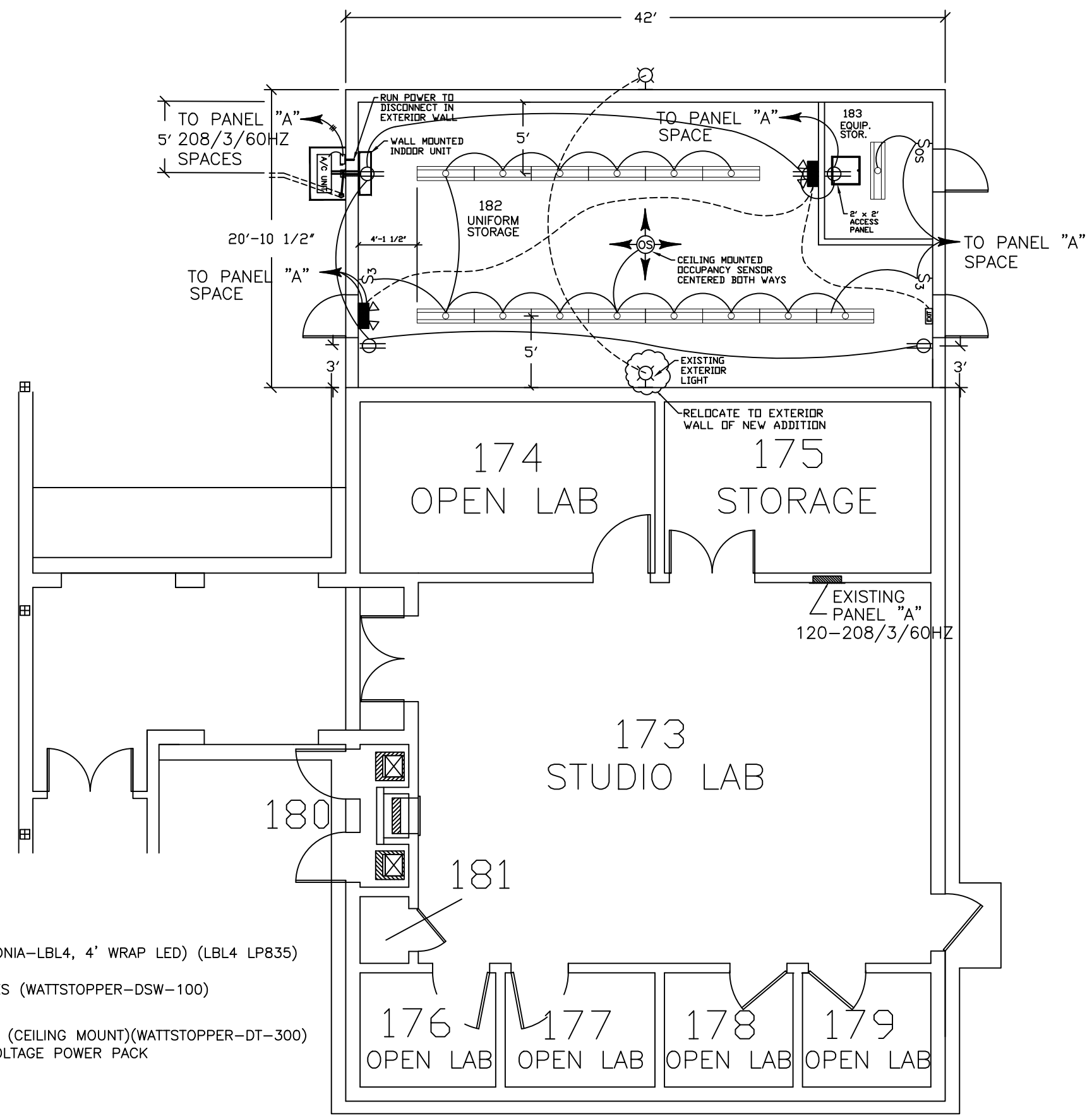
# ANGELLE HALL - PERCUSSION WING ADDITION

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THE UNIVERSITY OF LOUISIANA AT LAFAYETTE  
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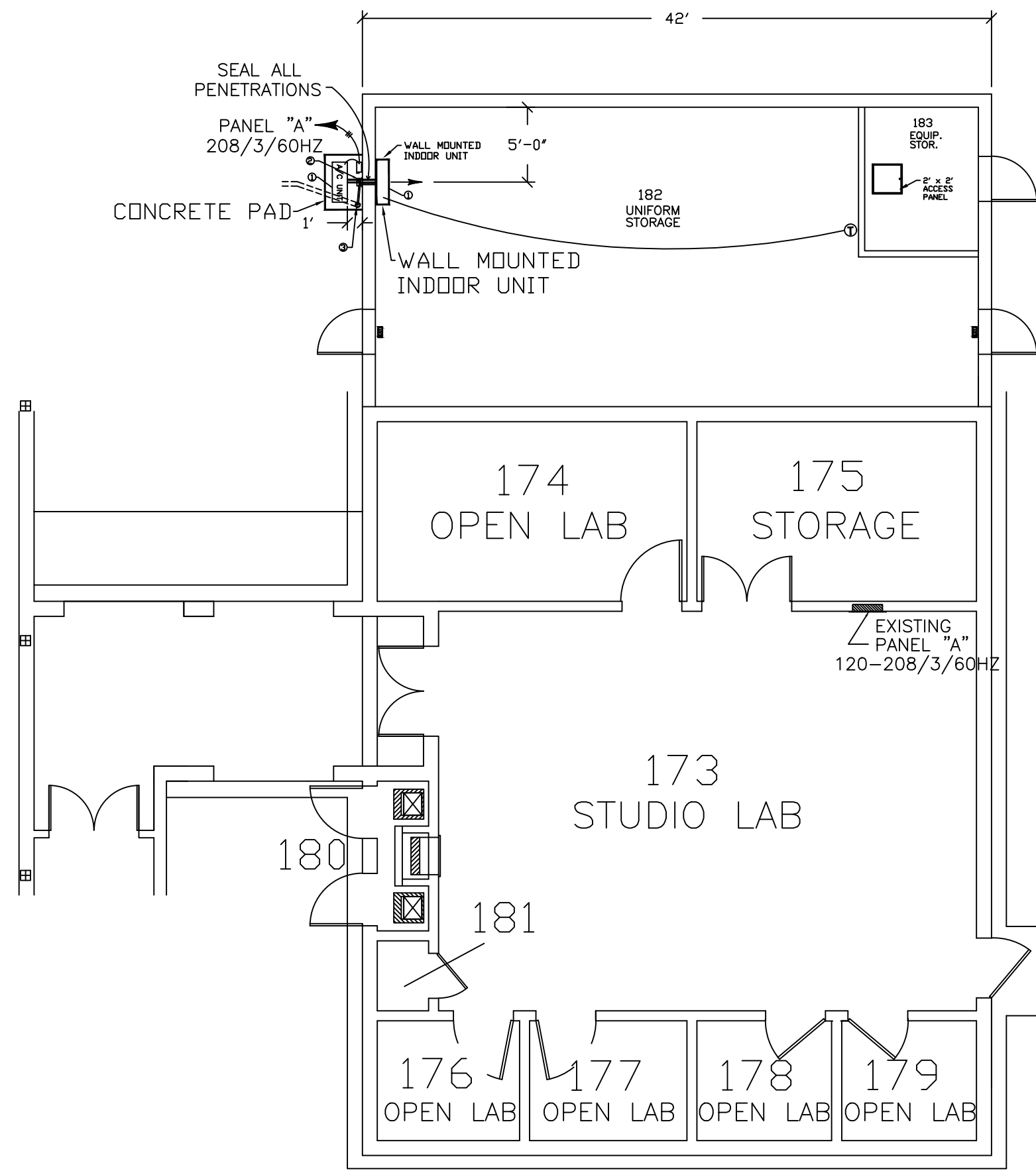
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- ⌀ - RECEPTACLE
- LED LIGHT FIXTURES (LITHONIA—LBL4, 4' WRAP LED) (LBL4 LP835)
- Ⓢ - OCCUPANCY LIGHT SWITCHES (WATTSTOPPER—DSW—100)
- Ⓢ - OCCUPANCY LIGHT SENSOR (CEILING MOUNT)(WATTSTOPPER—DT—300) WITH BZ-50 UNIVERSAL VOLTAGE POWER PACK
- S3 - 3-WAY LIGHT SWITCH
- EMERGENCY LIGHT FIXTURES (LITHONIA— EU2LEDM12)
- LED EXIT LIGHTS (LITHONIA— LQCW1GELN)

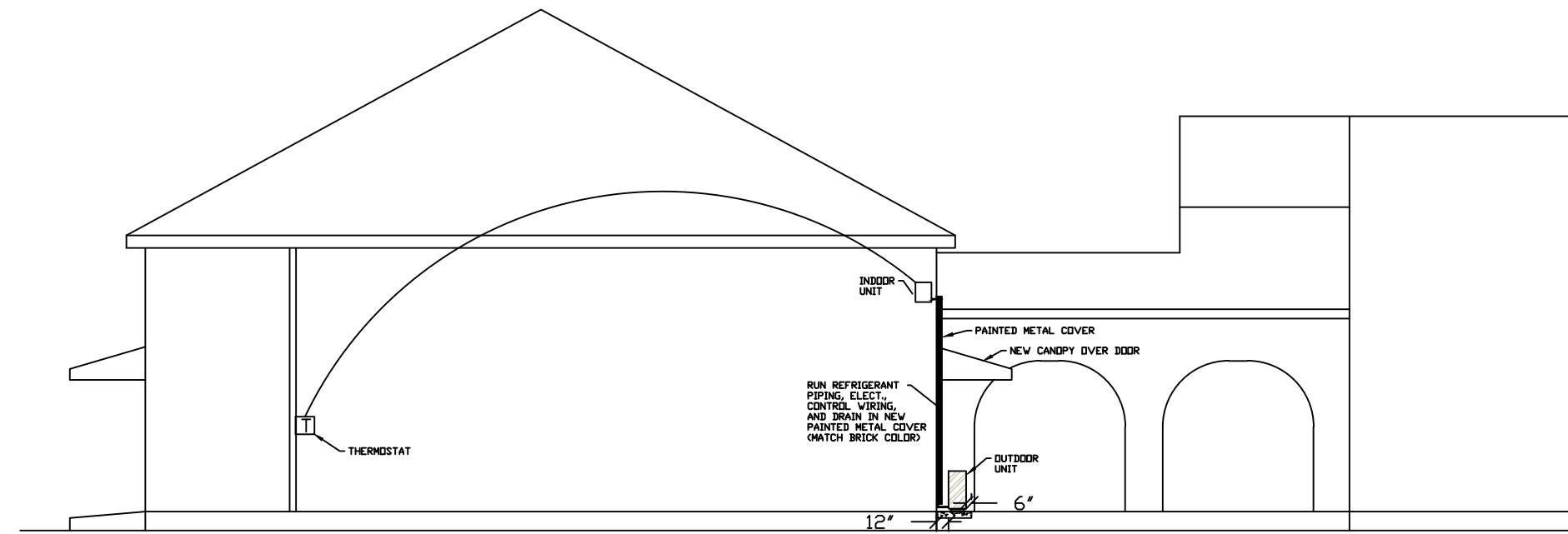
ELECTRICAL NOTES:

- FURNISH AND INSTALL SURFACE MOUNTED LED WRAP AROUND LIGHT FIXTURES (LITHONIA—LBL4, 4' WRAP LED) (LBL4 LP835).
- FURNISH AND INSTALL (2) TWO LED EXIT LIGHTS (LITHONIA— LQCW1GELN) ON WALL ABOVE DOORS.
- FURNISH AND INSTALL (2) TWO EMERGENCY LIGHT FIXTURES (LITHONIA— EU2LEDM12) IN THE LOCATIONS INDICATED ON THE PLANS.
- FURNISH AND INSTALL (2) TWO 3-WAY TYPE LIGHT SWITCHES WITH A CEILING MOUNTED OCCUPANCY SENSOR IN THE LARGE STOREROOM AS INDICATED ON THE PLANS. (WATTSTOPPER — DT—300 WITH BZ-50 UNIVERSAL VOLTAGE POWER PACK)
- FURNISH AND INSTALL (1) ONE OCCUPANCY LIGHT SWITCH (WATTSTOPPER — DSW—100) IN THE SMALL STOREROOM AS INDICATED ON THE PLANS.
- FURNISH AND INSTALL 20 AMP RECEPTACLES AT THE LOCATIONS INDICATED ON THE PLANS.
- FURNISH AND INSTALL A 208/3/60 DRY-TYPE DISCONNECT ON THE EXTERIOR WALL FOR THE A/C CONDENSER UNIT. RUN POWER IN EXTERIOR WALL AND THROUGH ATTIC TO PANEL.
- COORDINATE WITH THE A/C CONTRACTOR FOR THE POWER AND CONTROL WIRING NEEDED FOR ROUGH-IN TO THE INDOOR UNIT AND STAT. FURNISH AND INSTALL.
- FURNISH AND INSTALL ALL MATERIALS AND LABOR REQUIRED TO RUN THE NEW CIRCUITS TO PANEL "A" LOCATED IN STUDIO LAB 173.
- SEAL ALL PENETRATIONS IN WALLS AND CEILINGS WITH REQUIRED SEALANT.
- PROVIDE NEW BREAKERS IN SPACES FOR ALL NEW CIRCUITS IN "PANEL A".



MECHANICAL NOTES:

- FURNISH AND INSTALL MITSUBISHI SINGLE ZONE HEAT PUMP SYSTEM (PUZ-A18NH46 OUTDOOR UNIT, PKA-A18HA6 WALL MOUNTED INDOOR UNIT WITH PLAZMA AIR IONIZER DEVICE, AND PAR-32MAA-J HARD WIRED REMOTE CONTROLLER) IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. INSTALL (2) TWO CADDY PYRAMID UNIVERSAL SUPPORTS (PBU10) BELOW OUTDOOR UNIT.
- SECURE REFRIGERANT LINES TO EXTERIOR WALL. CONCEAL REFRIGERANT LINES AND CONDENSATE LINE IN PAINTED METAL COVER. PAINT TO MATCH WALL FINISH.
- 4" CONDENSATE DRAIN LINE CONNECTED TO CATCH BASIN. TERMINATE PIPING 1" ABOVE FINISHED SLAB.
- COORDINATE WITH ELECTRICAL CONTRACTOR FOR CONTROL AND STAT ROUGH-INS LOCATIONS AND NEEDS.
- INSTALL PROTECTIVE COVERINGS ON ALL PIPE PENETRATIONS THROUGH EXTERIOR WALL PRIOR TO SEALING.



ELECTRICAL AND A/C PLAN

GENERAL NOTES  
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